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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BAYVIEW HUNTERS POINT  
RESIDENTS, *et al.*,

Plaintiff,

vs.

TETRA TECH EC, INC., *et al.*,

Defendants.

Case No. 3:19-cv-01417-JD

**MASTER SETTLEMENT  
AGREEMENT**

Hon. James Donato, Presiding

1 **MASTER SETTLEMENT AGREEMENT**

2 This Settlement Agreement is entered into on January 12, 2026 by and among Tetra  
3 Tech, Inc. (“TTI”) and Tetra Tech EC, Inc. (“TtEC” and collectively, “Tetra Tech Defendants”),  
4 on the one hand, and, on the other hand, the Law Offices of Bonner & Bonner (“Plaintiffs’  
5 Counsel”), acting on its own behalf and on behalf of the individuals listed on the attached  
6 Exhibit A.

7 **I. DEFINITIONS**

8 Capitalized terms used herein shall have the meanings defined for such terms (1) in this  
9 Settlement Agreement, or (2) specified in the form Release and Indemnity and any related  
10 addenda thereto (the “Release”), attached as Exhibit B hereto, which Plaintiffs’ Counsel has  
11 approved as to form and content:

12 1. “Action” means the lawsuit entitled *Bayview Hunters Point Residents, et*  
13 *al. v. Tetra Tech EC, Inc., et al.*, Case No. 3:19-cv-01417-JD, pending in the United States  
14 District Court for the Northern District of California.

15 2. “Agreement,” “Settlement,” or “Settlement Agreement” means this  
16 Settlement Agreement and Release and the settlement embodied in this Settlement Agreement  
17 and Release, including all attached exhibits.

18 3. “Attorneys’ Fees and Expenses” means such funds as shall be allocated  
19 towards Plaintiffs’ attorneys’ fees, costs, and expenses to compensate Plaintiffs’ Counsel for their  
20 fees and expenses in connection with the Action and the Settlement, in the amount according to  
21 each plaintiff’s retainer agreement with their Counsel and subject to the Court’s order on the  
22 petition for the approval of minors’ claims.

23 4. “Claimant Settlement Amount” shall have the meaning set forth in Section  
24 III.B.

25 5. “Complaints” mean, collectively, the initial, First Amended, Second  
26 Amended, Third Amended, Fourth Amended, Fifth Amended, and Sixth Amended Complaints  
27 filed by plaintiffs on May 1, 2018, July 2, 2018, November 18, 2019, March 2, 2020, April 30,  
28 2021, and August 10, 2023 respectively (S.F. Sup. Ct. Case No. CGC-18-566188, Dkt. Nos. 1, 3;

1 N.D. Cal. Case No. 3:19-cv-01417-JD, Dkt. Nos. 1-1, 29, 43, 114, and 223).

2 6. "Court" means the United States District Court for the Northern District of  
3 California and the Judge assigned to this Action (the Honorable James Donato).

4 7. "Defense Counsel" means the law firm of Mayer Brown LLP.

5 8. "Effective Date" means either: (a) the first date after (1) the Court enters  
6 an order ruling on Tetra Tech Defendants' motion for a finding of a good faith Settlement  
7 pursuant to California Code of Civil Procedure §§ 877 and 877.6; and (2) all appellate rights with  
8 respect to said order have expired or been exhausted in such a manner as to affirm the order; or  
9 (b) if no motion for a Good Faith Order is filed, thirty (30) days after the deadline for filing a  
10 motion for Good Faith Order.

11 9. "Escrow Account" shall have the meaning set forth in Section IV.

12 10. "Good Faith Order" shall have the meaning set forth in Section IV.C.

13 11. "HPNS" means all property that has been, at any time, part of Hunters  
14 Point Naval Shipyard, also known as "Hunters Point Annex," "HPA," "former HPNS," and/or  
15 "former Hunters Point Naval Shipyard."

16 12. "Mediator" means Chief Magistrate Judge, Hon. Donna M. Ryu.

17 13. "Parties" means the Tetra Tech Defendants and Plaintiffs.

18 14. "Participation Threshold" has the meaning set forth in Section IV(A)(2).

19 15. "Plaintiffs" shall mean and include those specific individuals identified in  
20 Exhibit A to this Settlement Agreement or any subgroup of those individuals.

21 16. "Release" or "Releases" shall mean fully executed copies of the Release  
22 and Indemnity Agreement, a copy of which is attached hereto as Exhibit B.

23 17. "Released Claims" shall mean those claims released pursuant to signed  
24 Releases in the form attached as Exhibit B of this Settlement Agreement.

25 18. "Release Documentation" shall have the meaning set forth in Section  
26 IV(A)(2).

27 19. "Released Party" or "Released Parties" shall include and mean:

28 (i) The Tetra Tech Defendants and each of their subsidiaries,

1 affiliates, and related corporations and entities, and all of their respective  
2 officers, directors, owners, representatives, partners, members, managers,  
3 shareholders, affiliates, agents, heirs, guardians, executors, administrators,  
4 trustees, beneficiaries, predecessors, successors, consultants, employees,  
5 assigns, and insurers; and

6 (ii) All of the Tetra Tech Defendants’ past and future  
7 subsidiaries, affiliates, and related corporations and entities, and all of their  
8 respective officers, directors, owners, attorneys, representatives, partners,  
9 members, managers, shareholders, affiliates, agents, successors,  
10 consultants, employees, assigns, heirs, guardians, executors, administrators,  
11 trustees, beneficiaries, and insurers.

12 Notwithstanding the aforementioned definition of “Released Parties,” “Released Parties” does not  
13 include Lennar Corporation, Five Point Holdings, LLC or any of their respective subsidiaries or  
14 affiliates respective officers, directors, owners, attorneys, representatives, partners, members,  
15 shareholders, managers, agents, heirs, guardians, executors, administrators, trustees, beneficiaries,  
16 successors, consultants, employees, assigns, and insurers.

17 20. “Releasing Parties” means Plaintiffs who timely provide an executed  
18 Release, on behalf of themselves and each of their family members, heirs, guardians, executors,  
19 administrators, lenders, insurers, trustees, beneficiaries, representatives, agents, attorneys,  
20 partners, successors, and assigns, as well as any other person or entity purporting to claim on their  
21 behalf.

22 21. “Settlement Fund” shall have the meaning set forth in Section III.A.

23 **II. RECITALS**

24 WHEREAS, certain of the Plaintiffs filed a putative class action complaint in the Superior  
25 Court of California in and for the County of San Francisco against Tetra Tech, Inc., Tetra Tech  
26 EC, Inc., Lennar Corporation, and Five Point Holdings, LLC on May 1, 2018 (*Bay View Hunters*  
27 *Point Residents, et al. v. Tetra Tech EC, Inc., et al.*, No. CGC-18-566188);

28 WHEREAS, on July 2, 2018, Plaintiffs filed a First Amended Complaint, adding two new

1 causes of action for public and private nuisance and naming additional Plaintiffs (for a total of  
2 2,102), and naming four additional Defendants (Dan Batrack, Steven Burdick, Stephen Rolfe, and  
3 Justin Hubbard);

4 WHEREAS, on February 5, 2019, Plaintiffs filed a Second Amended Complaint, again  
5 naming additional Plaintiffs (for a total of 2,555);

6 WHEREAS, on March 18, 2019, Tetra Tech EC, Inc. filed a notice of removal in the  
7 United States District Court for the Northern District of California (ECF No. 1);

8 WHEREAS, on April 17, 2019, the Court filed an order relating the Action to another  
9 pending suit in the Northern District of California, *Pennington v. Tetra Tech, Inc.*, Case No. 18-  
10 cv-05330-JD (“*Pennington*”);

11 WHEREAS, on October 18, 2019, the Court denied remand of *Pennington* and this  
12 Action;

13 WHEREAS, on November 18, 2019, Plaintiffs filed a Third Amended Complaint, naming  
14 additional Plaintiffs (for a total of 3,929);

15 WHEREAS, on March 2, 2020, Plaintiffs filed a Fourth Amended Complaint, adding  
16 causes of action for survival and wrongful death as well as naming additional Plaintiffs (for a  
17 total of 7,572);

18 WHEREAS, on April 30, 2021, Plaintiffs filed their Fifth Amended Complaint, which  
19 included new substantive allegations and asserted new causes of action against Lennar  
20 Corporation and Five Point Holdings, LLC seeking damages for emotional distress arising from  
21 alleged development work at HPNS;

22 WHEREAS, on August 10, 2023, Plaintiffs filed their Sixth Amended Complaint,  
23 removing the class allegations;

24 WHEREAS, on June 4, 2024, the Court dismissed with prejudice Plaintiffs’ claims  
25 against Steven Rolfe and Justin Hubbard (ECF Nos. 264, 265);

26 WHEREAS, Plaintiffs’ Counsel has conducted a thorough investigation and evaluation of  
27 the facts and law related to the claims asserted to determine how best to serve the interests of the  
28 Plaintiffs, including a thorough review of thousands of pages of records produced in connection

1 with discovery in this Action and related proceedings and through consultation with  
2 environmental, medical, and economic consultants on the effect of TtEC's alleged activities on  
3 the Plaintiffs' health, fear of cancer, and other claimed damages;

4 WHEREAS, Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the expense  
5 and length of continued proceedings necessary to prosecute the Plaintiffs' claims through trial,  
6 appeal, and ancillary actions. Plaintiffs and Plaintiffs' Counsel have also considered the uncertain  
7 outcome and risk of any litigation, as well as the difficulties and delay inherent in such litigation,  
8 and have concluded that the settlement set forth in this Settlement Agreement confers substantial  
9 benefits upon Plaintiffs. Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent  
10 challenges of proof and that the Tetra Tech Defendants have compelling defenses to the alleged  
11 claims. Based upon Plaintiffs' evaluation, in consultation with Plaintiffs' Counsel and their  
12 advisors, Plaintiffs have determined that the settlement set forth in this Settlement Agreement  
13 provides a just, fair, and favorable recovery for the claims asserted against the Tetra Tech  
14 Defendants, and is in Plaintiffs' best interest;

15 WHEREAS, the Tetra Tech Defendants have denied and continue to dispute the  
16 allegations and claims alleged in the various Complaints, and deny any and all allegations of  
17 wrongdoing, fault, liability, or damage of any kind to Plaintiffs;

18 WHEREAS, the Tetra Tech Defendants desire to settle the Action upon the terms and  
19 conditions set forth in this Settlement Agreement solely to eliminate the uncertainties, burden,  
20 expense, and delay of further protracted litigation, arbitration, or other legal proceedings;

21 WHEREAS, this Settlement Agreement is intended by the Parties to fully, finally, and forever to  
22 resolve, discharge, and settle all Released Claims asserted by Plaintiffs or other Releasing Parties;

23 NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and among the  
24 Parties, that the Action and the Released Claims shall be fully, finally, and forever resolved,  
25 discharged, settled, and released, and that the claims against the Released Parties shall be  
26 dismissed with prejudice subject to and upon the terms and conditions described below.

1 **III. SETTLEMENT FUND, ALLOCATION AMONGST CLAIMANTS, AND**  
2 **DISTRIBUTION OF CLAIMANT SETTLEMENT AMOUNTS**

3 A. Settlement Fund

4 In consideration for the timely submitted and valid Releases from Plaintiffs, and without  
5 conceding or admitting liability for any of the alleged acts or omissions alleged in the  
6 Complaints, and in the interest of minimizing the costs inherent in any litigation, the total sum of  
7 One Million, Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) (the “Settlement  
8 Fund”) will be paid to the Released Parties by or on behalf of the Tetra Tech Defendants. The  
9 Parties agree that the Settlement Fund is and shall be the full and complete extent of any of the  
10 Released Parties’ payment obligations under this Settlement Agreement.

11 B. Allocation of Settlement Fund Amongst Plaintiffs

12 All Plaintiffs who submit a timely and valid Release pursuant to the terms of this  
13 Settlement Agreement will be entitled to receive *a pro rata* proportion of the Settlement Fund, to  
14 be determined based on the number of valid Releases obtained (the “Claimant Settlement  
15 Amount”). Should all Plaintiffs submit a timely and valid Release, the Claimant Settlement  
16 Amount for an individual recovery is estimated to be approximately \$230. If fewer than all  
17 Plaintiffs submit a timely and valid Release, the Claimant Settlement Amount allocated to those  
18 Plaintiffs submitting a timely and valid Release will be increased by an equal and proportional  
19 amount. Plaintiffs’ Counsel agrees that they will advise all Plaintiffs in writing of the anticipated  
20 range of the Claimant Settlement Amount per individual Plaintiff

21 C. Distribution of the Settlement Fund

22 Subject to the terms and conditions of this Settlement Agreement, including the  
23 satisfaction of the process outlined in Section IV below, the Settlement Fund shall be used for the  
24 payment of: (a) settlement payments to individual Plaintiffs who have submitted timely and valid  
25 Releases; and (b) the Attorneys’ Fees and Expenses to Plaintiffs’ Counsel. The Released Parties  
26 and Defense Counsel shall not be responsible in any way for the means or manner in which the  
27 Settlement Funds are distributed to the Plaintiffs, and the Released Parties and Defense Counsel  
28 shall not be responsible in any way for the actual amounts released to each Plaintiff.

1 Responsibility for releasing Settlement Funds to the Plaintiffs shall rest solely with Plaintiffs'  
2 Counsel.

3 1. Payment to Named Plaintiffs

4 As described in Section III.B, all Plaintiffs who submit a timely and valid Release  
5 pursuant to the terms of this Settlement Agreement will be entitled to receive *a pro rata*  
6 proportion of the Settlement Fund allocated for such payments.

7 2. Attorneys' Fees and Expenses

8 From the Claimant Settlement Amount, each Plaintiff will pay Attorneys' Fees and  
9 Expenses of Plaintiffs' Counsel, according to each plaintiff's retainer agreement with their  
10 Counsel and subject to the Court's order on the petition for the approval of minors' claims.

11 3. Medical, Bankruptcy, and Other Liens

12 Any known medical, bankruptcy, or other liens that may exist against the Claimant  
13 Settlement Amount otherwise payable to an individual Plaintiff shall be paid exclusively from the  
14 Claimant Settlement Amount for such Plaintiff, unless otherwise paid for directly by that  
15 Plaintiff, or on behalf of that Plaintiff by another person or entity other than the Released Parties,  
16 prior to disbursement of the Claimant Settlement Amount. If any known medical, bankruptcy, or  
17 other liens that exist against the Claimant Settlement otherwise payable to an individual Plaintiff  
18 exceeds the Claimant Settlement amount, then the individual Plaintiff shall not receive the  
19 Claimant Settlement Amount, unless the lien is paid for directly by that Plaintiff, or on behalf of  
20 that Plaintiff by another person or entity other than the Released Parties.

21 4. No Recourse Against Released Parties for Indemnity Claims

22 Plaintiffs' Counsel agrees that neither it nor any other counsel representing a Plaintiff or  
23 other Releasing Party with respect to a claim, nor the Plaintiffs or other Releasing Parties, shall  
24 have any recourse against any Released Party for indemnity, contribution, reimbursement, or  
25 otherwise with respect to any claims asserted against any of Plaintiffs' Counsel or any other  
26 person or entity concerning any calculation, allocation, division, or distribution of the Settlement  
27 Amount.

1 **IV. SETTLEMENT PROCESS**

2 The Parties agree that time is of the essence in completing the terms of this Settlement  
3 Agreement. Accordingly, timely completion of the settlement process as set forth in this Section  
4 IV.A-D is a condition precedent to payment of any funds by or on behalf of the Tetra Tech  
5 Defendants and distribution to or on behalf of any Plaintiff. Should any of the deadlines set forth  
6 in this Section IV.A-D fail to be met, the Tetra Tech Defendants shall have the option to  
7 withdraw from this Settlement Agreement, unless the Tetra Tech Defendants expressly agree to  
8 extend such deadline(s) in writing.

9 The Released Parties' payment obligation set forth in Section III.A shall be subject to the  
10 Effective Date, pursuant to the process described below. Within sixty (60) days after the Effective  
11 Date occurs, the Tetra Tech Defendants shall pay an amount equal to the Settlement Fund on  
12 behalf of the Released Parties into a State Bar approved IOLTA escrow bank account  
13 administered by Plaintiffs' Counsel (the "Escrow Account"). If the terms of the Settlement  
14 Agreement are not completely fulfilled, all funds in the Escrow Account shall be returned to the  
15 Tetra Tech Defendants.

16 A. Releases

17 1. Release Conditions

18 Plaintiffs' Counsel shall consult with Plaintiffs, and, as applicable, any other Releasing  
19 Parties to whom the Release or Releases apply, to obtain from each of them a valid, fully  
20 executed Release with signature in consideration of each Plaintiff's respective Claimant  
21 Settlement Amount. Plaintiffs' Counsel represents and warrants that all Releases shall be duly  
22 executed and shall be legal, valid, binding, and enforceable against each such Plaintiff and other  
23 Releasing Parties in accordance with the terms of the Release and this Settlement Agreement

24 If a Plaintiff whose claims are settled pursuant to this Settlement Agreement is deceased,  
25 legally incapacitated, or legally incompetent, as a further condition to any such settlement, any  
26 and all authorized representative(s), heir(s), beneficiary(ies), estate administrator(s), executor(s),  
27 trustee(s), or guardian(s) must provide an executed Release and all necessary court approvals  
28 necessary to effectuate a full and final release of the Released Claims, unless the Tetra Tech

1 Defendants expressly agree to waive this requirement in writing.

2 Where a Plaintiff, or, as applicable, other Releasing Party, whose claims are settled  
3 pursuant to this Settlement Agreement has an open bankruptcy proceeding or previously filed for  
4 bankruptcy, as a further condition to any such settlement, the bankruptcy trustee or equivalent  
5 must provide an executed Release and all necessary court approvals, unless Plaintiffs' Counsel  
6 has provided other assurances, documentation, or evidence acceptable to the Tetra Tech  
7 Defendants in their sole discretion so that an effective release against the Released Parties has  
8 been provided.

9 2. Release Documentation

10 Plaintiffs' Counsel shall provide to the Tetra Tech Defendants, for each Plaintiff,  
11 including where applicable for other Releasing Parties, the following data and documentation,  
12 which collectively shall constitute and be referred to as the "Release Documentation":

- 13 a) Valid and properly completed and duly executed original Release(s) of all of a  
14 Plaintiff's and as applicable other Releasing Parties' claims, in the form attached hereto as  
15 Exhibit B subject to any subsequent modifications agreed to in writing by the Parties,  
16 properly executed by the Plaintiff, and as applicable other Releasing Parties and any other  
17 such person as identified by the Tetra Tech Defendants or Plaintiffs' Counsel as necessary  
18 to execute a valid release of claims;
- 19 b) If the Plaintiff is deceased, the deceased Plaintiff's date of death, death certificate,  
20 and the name, date of birth, current address, and Social Security Number (or other tax  
21 identification number) of the representative of the estate or other person legally authorized  
22 to proceed on behalf of the decedent, and a copy of the court order, if any, required for  
23 appointment of the representative or other person legally authorized to proceed on behalf  
24 of the deceased Plaintiff and/or any other documentation required to establish that the  
25 Release is valid under applicable state law.
- 26 c) If the Plaintiff or other Releasing Party is legally incapacitated or legally  
27 incompetent, the name, date of birth, current address, and Social Security Number of the  
28 guardian or other such representative of the individual's interests, and a copy of the court

1 order, if any, required for appointment of the guardian or other such representative of the  
2 Plaintiff's interests and/or any other documentation required to establish that the Release  
3 is valid under applicable state law.

4 Upon receipt of Release Documentation from Plaintiffs' Counsel, the Tetra Tech  
5 Defendants shall review the Release Documentation within sixty (60) days thereof to identify any  
6 Release Documentation that is deficient in any respect and notify Plaintiffs' Counsel of any such  
7 deficient Release Documentation so that Plaintiffs' Counsel can cure the deficiency. If the  
8 Release Documentation is deficient, upon Plaintiffs' Counsel's submission of supplemental  
9 Release Documentation to the Tetra Tech Defendants, the Tetra Tech Defendants shall review  
10 any such supplemental Release Documentation within thirty (30) business days of its receipt and  
11 notify Plaintiffs' Counsel of any remaining deficiency or that the Release Documentation appears  
12 complete and valid. This process may be repeated if any supplemental Release Documentation is  
13 found to be deficient. Failure by the Tetra Tech Defendants to review Release Documentation  
14 within the timeframes set forth in this Section IV.A.2 shall not waive any deficiencies in the  
15 Release Documentation.

16 Satisfaction of all the requirements of Sections IV.A-D, including the provision of all  
17 complete and valid Release Documentation as set forth in this Section IV.A.2, is a prerequisite for  
18 any obligation for the Tetra Tech Defendants to pay the Settlement Amount and distribution of  
19 any funds by or on behalf of the Tetra Tech Defendants and to or on behalf of any individual  
20 Plaintiff.

21 B. Participation Threshold

22 No later than May 29, 2026, Plaintiffs' Counsel shall submit to the Tetra Tech Defendants  
23 fully executed, complete, and valid Release Documentation for each Plaintiff who wishes to  
24 participate in this Settlement. Unless otherwise agreed in writing by the Tetra Tech Defendants  
25 and Plaintiffs' Counsel, any Plaintiff for whom fully executed, complete, and valid Release  
26 Documentation has not been submitted on or before May 29, 2026, shall not be eligible to  
27 participate in this Settlement. However, this date can be extended upon the Plaintiffs' request.

28 Should Plaintiffs' Counsel fail to submit fully executed, valid, and complete Release

1 Documentation for any of the Plaintiffs whose claims have not previously been dismissed with  
2 prejudice as of May 29, 2026 (or a later agreed to date) (the “Participation Threshold”), the Tetra  
3 Tech Defendants shall have the option of either (a) terminating this Settlement Agreement, with  
4 the exception that all confidentiality obligations shall survive; or (b) agreeing to a modification of  
5 the Settlement Agreement after Plaintiffs’ Counsel has disclosed the reason why each of the  
6 Plaintiffs in question did not submit fully executed, valid, and complete Release Documentation.  
7 The Tetra Tech Defendants shall have no payment obligations under this Settlement Agreement  
8 or otherwise beyond the Tetra Tech Defendants’ payment obligations set forth in Section III, and  
9 any obligation to pay the Settlement Amount is subject to the Tetra Tech Defendants receiving  
10 sufficient timely and validly executed Releases as provided for herein and the right for the Tetra  
11 Tech Defendants to terminate this Settle Agreement as set forth herein.

12 C. Fairness Hearing and Good-Faith Settlement Determination

13 The Tetra Tech Defendants may move the Court for an order finding under California  
14 Code of Civil Procedure § 877 and 877.6 that the Settlement between the Parties is in good faith  
15 (“Good Faith Order”). The Parties will request that the Court hold the hearing on the Tetra Tech  
16 Defendants’ motion approximately five weeks after submission of the Tetra Tech Defendants’  
17 motion, or on such other date as the Court may determine is appropriate and available.

18 D. Release of Settlement Plaintiffs’ Claims

19 Within five (5) days of the Effective Date, the Releasing Parties shall dismiss with  
20 prejudice all claims and causes of action against the Released Parties in this Action.

21 The terms of Sections 1 and 3 of the Release attached hereto as Exhibit B are expressly  
22 incorporated in this section as if set forth fully herein.

23 **V. REPRESENTATIONS AND WARRANTIES OF PLAINTIFFS’ COUNSEL**

24 A. Plaintiffs’ Counsel represents and warrants that (i) it has the power and authority,  
25 and has taken or shall take all necessary action, under its organizational documents and its ethical  
26 and professional duties to execute, deliver, and perform their obligations under this Settlement  
27 Agreement, each Release and any other document executed or to be executed by it or Plaintiffs in  
28 connection with the transactions contemplated hereby; and (ii) the obligations of Plaintiffs’

1 Counsel under this Settlement Agreement are or will be legal, valid, binding, and enforceable  
2 against Plaintiffs' Counsel, including, without limitation, all present and future partners,  
3 members, shareholders, and other principals of Plaintiffs' Counsel (regardless of whether they  
4 remain partners, members, shareholders or principals of such firm).

5 B. Plaintiffs' Counsel further represents and warrants that it has reviewed the  
6 provisions of this Settlement Agreement, and has concluded that it is in the best interests of the  
7 Plaintiffs, and as applicable any other Releasing Parties. Plaintiffs' Counsel, therefore, represents  
8 and warrants that it will recommend to each of the Plaintiffs, and as applicable other Releasing  
9 Parties, that they settle their claims related to the Action and all other claims subject to the  
10 Release on the terms set forth in this Settlement Agreement.

11 C. Plaintiffs' Counsel further represents, warrants, and covenants that it shall: (1)  
12 make full, accurate, and appropriate disclosures to each Plaintiff, and as applicable other  
13 Releasing Parties, provide each such Plaintiff, and as applicable other Releasing Parties, with the  
14 opportunity to ask questions, and fully, accurately, and appropriately respond to the questions, if  
15 any, of each such Plaintiff, and as applicable other Releasing Parties, regarding, among other  
16 things (i) the terms of this Settlement Agreement, (ii) the terms and legal effect of the Release and  
17 any required court approvals and dismissals, (iii) the manner of distribution of the Settlement  
18 Fund among Plaintiffs whose claims are settled pursuant to this Settlement Agreement, including  
19 the sum to be allocated to each individual Plaintiff for his or her Released Claims and any  
20 reduction of that sum to satisfy any legal fees, court costs, or other amounts to be paid or  
21 reimbursed by, or withheld from that sum, and (iv) any other information required to be disclosed  
22 to Plaintiffs under applicable law, regulations, court rules or Rule(s) of Professional  
23 Responsibility; and (2) cooperate with the Settlement Administrator to make payments or cause  
24 such payments to be made to or on behalf of Plaintiffs whose claims are settled pursuant to this  
25 Settlement Agreement consistent with the terms of this Settlement Agreement and any applicable  
26 orders of a court of competent jurisdiction.

27 D. Plaintiffs' Counsel further represents and warrants that, to the best of its  
28 knowledge, all information, data and documentation provided or to be provided by it on behalf of

1 Plaintiffs, and as applicable other Releasing Parties, in connection with the Settlement  
2 contemplated by this Settlement Agreement is and will be true, accurate, and complete in all  
3 respects.

4 E. Plaintiffs' Counsel further represents and warrants that Exhibit A is a full,  
5 complete, and accurate list of all of its clients who are Plaintiffs.

6 F. The Parties agree that, while nothing in this Settlement Agreement is intended to  
7 operate as a restriction on the right of Plaintiffs' Counsel to practice law within the meaning of  
8 Rule 5.6(b) of the California Rules of Professional Conduct in any jurisdiction in which the firm  
9 may practice or whose rules may otherwise apply, Plaintiffs' Counsel represents and warrants that  
10 it currently intends to place one hundred percent (100%) of its efforts in relation to the Tetra Tech  
11 Defendants and other Released Parties into this Settlement Agreement and has no present  
12 intention to advertise, solicit, or represent new clients for the purpose of bringing claims against  
13 the Tetra Tech Defendants or their affiliates in connection with work performed at Hunters Point.

14 **VI. MISCELLANEOUS PROVISIONS**

15 A. Governing Law

16 The interpretation and construction of this Settlement Agreement shall be governed by the  
17 laws of the State of California.

18 B. Compromise of Disputed Claims/No Admissions

19 This Settlement Agreement is made solely for the purpose of resolving disputed claims.  
20 Neither the fact of nor any provision contained in this Settlement Agreement, nor any action  
21 taken under it, shall constitute, or be construed as, any admission of the validity of any claim or  
22 any fact alleged in this Action or of any wrongdoing, fault, violation of law, or liability of any  
23 kind on the part of the Released Parties or any admission by the Released Parties of any claim,  
24 assertion or allegation made in any action or proceeding against the Released Parties. This  
25 Settlement Agreement shall not be offered or be admissible in evidence against the Released  
26 Parties or the Releasing Parties, except in an action or proceeding brought to enforce its terms.

27 C. No Assignment of Claims

28 Plaintiffs' Counsel hereby represents and warrants that it is not aware of any Plaintiff

1 heretofore assigning, transferring, pledging, selling, or otherwise encumbering or conveying to  
2 any person or entity any claim that is the subject of this Settlement Agreement or any part or  
3 portion thereof.

4 D. Entire Agreement

5 This Settlement Agreement, including all exhibits hereto, represents the entire agreement  
6 and understanding among the Parties and supersedes all prior proposals, negotiations, agreements,  
7 and understandings relating to the subject matter of this Settlement Agreement. The Parties  
8 acknowledge, stipulate, and agree that no covenant, obligation, condition, representation,  
9 warranty, inducement, negotiation, or understanding concerning any part or all of the subject  
10 matter of this Settlement Agreement has been made or relied on except as expressly set forth in  
11 this Settlement Agreement. No modification or waiver of any provisions of this Settlement  
12 Agreement shall in any event be effective unless the same shall be in writing and signed by the  
13 person against whom enforcement of the Settlement Agreement is sought.

14 E. Counterparts

15 This Settlement Agreement may be executed in one or more counterparts, each of which  
16 shall be deemed an original as against any Party who has signed it, and all of which shall be  
17 deemed a single agreement.

18 F. Arm's-Length Negotiations

19 The Parties have negotiated all of the terms and conditions of this Settlement Agreement  
20 at arm's length and with the assistance of experienced, neutral Mediator. All terms, conditions,  
21 and exhibits in their exact form are material and necessary to this Settlement Agreement and have  
22 been relied upon by the Parties in entering into this Settlement Agreement.

23 G. Dispute Resolution

24 Any dispute, challenge, question, or the like relating to this Settlement Agreement (other  
25 than those which this Settlement Agreement provides shall be resolved otherwise) shall be heard  
26 by the Mediator in the first instance. If the Mediator is unable to resolve the dispute, challenge,  
27 question, or the like, any further resolution will be made only by the Court.  
28

1 H. Binding Effect of Settlement Agreement

2 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties  
3 and their representatives, heirs, successors, and assigns.

4 I. Nullification

5 In the event any one or more of the provisions contained in this Settlement Agreement  
6 shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,  
7 illegality, or unenforceability shall not affect other provisions only if the Released Parties and  
8 Plaintiffs' Counsel mutually elect to proceed as if such invalid, illegal, or unenforceable provision  
9 had never been included in this Settlement Agreement.

10 J. Service or Notice

11 Whenever, under the terms of this Settlement Agreement, a person is required to provide  
12 service or written notice to the Released Parties or Plaintiffs' Counsel, such service or notice shall  
13 be directed to the individuals and addresses specified below via overnight mail delivery, unless  
14 those individuals or their successors give notice to the other Parties in writing.

15 For plaintiffs:

16 A. Cabral Bonner  
17 The Law Offices of Bonner & Bonner  
18 3060 Kerner Blvd. Ste A  
San Rafael, CA 94901

19 For Tetra Tech Defendants:

20 Davina Pujari  
21 Mayer Brown LLP  
22 575 Market Street, Suite 2500  
San Francisco, CA 94105

23 K. Authority to Execute Settlement Agreement

24 Each counsel or other person executing this Settlement Agreement or any of its exhibits  
25 on behalf of any party hereto warrants that such person has the authority to do so.

26 L. Fees and Costs

27 Except as otherwise provided in this agreement, each side shall bear its or their own fees  
28 and costs in connection with this Action and this Settlement Agreement.

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IN WITNESS HEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys, as of January 12, 2026.

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**ON BEHALF OF THE TETRA TECH DEFENDANTS**



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Preston Hopson  
TETRA TECH, INC.



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Andrew Bolt  
TETRA TECH EC, INC.

**ON BEHALF OF THE PLAINTIFFS**



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Cabral Bonner  
The Law Offices of Bonner & Bonner, only as to  
form and as expressly provided herein

# **EXHIBIT A**

(Intentionally Left Blank)

# **EXHIBIT B**

## RELEASE

1. 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 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 (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.**

\_\_\_\_\_ Date: \_\_\_\_\_  
**PLAINTIFF SIGNATURE**

\_\_\_\_\_  
**PLAINTIFF NAME (PRINT)**

\_\_\_\_\_  
**PLAINTIFF ADDRESS**

\_\_\_\_\_ Date: \_\_\_\_\_  
**OTHER RELEASING PARTY SIGNATURE**