

SETTLEMENT AGREEMENT

1. This Settlement Agreement (“Agreement”) is entered into between Robert Diaz (“Mr. Diaz”) and Akal Security (“Akal”) (collectively the “Parties”) to effectuate a compromise and settlement of all claims arising out of or related to USERRA Case No. NM-2016-00001-10-R (“DOL-VETS Complaint”).

2. The DOL-VETS Complaint alleges that Akal violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301 *et seq.* (“USERRA”) by improperly failing to properly reemploy him with the pension benefits to which he was entitled to upon his return from military leave.

3. Akal denies that it has discriminated against Mr. Diaz in violation of USERRA.

4. Nevertheless, the Parties have agreed that this action should be resolved amicably by the execution of this Agreement. In consideration of the mutual promises and obligations set forth below, the Parties agree to the following material terms and conditions:

STIPULATIONS

5. The Parties acknowledge the jurisdiction of the United States District Court for the District of New Mexico over the subject matter in this action and of the Parties to this action for purposes of enforcing this Agreement.

6. Venue is proper in this judicial district for purposes of entering this Agreement and any proceedings related to this Agreement. The Parties agree that all conditions precedent to the institution of this Action and its settlement have been fulfilled.

COMPLIANCE WITH USERRA

7. Akal shall comply with all of the provisions of USERRA and shall not

take any action against any person which constitutes discrimination, retaliation, or interference with the exercise of such person's rights under USERRA. Akal also shall not take any action against any person because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with USERRA and/or in connection with this case.

RELIEF

8. Within ten (10) days from the date this Agreement is signed by all Parties, Akal shall pay (or cause to be paid) Mr. Diaz a total sum of Twenty Five Thousand Dollars (\$25,000) ("Settlement Amount") as damages pursuant to 38 U.S.C. § 4323(d)(1)(B), less only the applicable withholdings and deductions Akal is required to make for payments made in lieu of benefits, to Akal employees. Akal shall issue any appropriate tax forms to Mr. Diaz in accordance with the characterization of the Settlement Amount set forth in this Paragraph.

9. The Settlement Amount check shall be made payable to Robert Diaz. Akal shall mail the Settlement Amount check described in Paragraph 8 to Mr. Diaz by overnight delivery service to the following address:

Robert Diaz

RELEASE, DISPUTE RESOLUTION, COMPLIANCE, AND CLOSURE OF INVESTIGATION

10. For and in consideration of the relief being provided to him as described in Paragraphs 8 and 9 of this Agreement, Mr. Diaz releases and discharges Akal (including any and all of its officers, directors, employees, agents, attorneys, and all of their predecessors and successors in interest) from any and all USERRA claims arising out of, or related to, the DOL-VETS Complaint.

11. If either Party believes there has been a failure by the other Party to perform in a timely manner any act required by this Agreement, or to otherwise act in conformance with any provision thereof, whether intentionally or not, the first Party will notify the other Party in writing of the concerns about breach, and the Parties will attempt to resolve those concerns in good faith. Unless otherwise expressly agreed in writing, the responding Party shall have thirty (30) days from the date the first Party provides notification of any breach of this Agreement to cure the breach unless such breach cannot be cured using reasonable efforts in such period, in which case, the responding Party will begin undertaking the curing of such breach within such period and will diligently pursue such cure. If the Parties are unable to resolve a dispute whether a Party has breached the Agreement, either Party may file a civil action to enforce the Agreement. The Parties agree that the United States District Court for the District of New Mexico is the proper venue to enforce this Agreement and that they may, in any action to enforce this Agreement, seek to have the court impose any remedy authorized at law or equity.

12. Upon receipt of the Settlement Amount, Mr. Diaz shall direct the Department of Justice to close its investigation of the DOL-VETS Complaint (USERRA Case No. NM-2016-00001-10-R) return the closed file to the Department of Labor, and take such further action as may be reasonably necessary to help secure the closure of the Department of Justice investigation. Upon closure of its USERRA investigation, the Department of Justice shall immediately notify Akal through counsel of the closure via email.

13. MISCELLANEOUS

14. Parties agree that this Agreement is a final and binding disposition of all claims alleged in, arising out of, or related to the DOL-VETS Complaint

15. Mr. Diaz hereby acknowledges that a copy of this Agreement, in its entirety, was

provided to him before its execution and that he had the opportunity to consult with the Department of Justice.

16. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

17. All Parties shall bear their own costs and expenses of litigation, including attorneys' fees.

18. The terms of this Agreement shall be binding upon the present and future Board Members, employees, agents, administrators, successors, representatives, and assigns of Akal, and upon the heirs, successors, and assigns of Mr. Diaz.

19. The persons signing this Agreement warrant and represent that they possess full authority to bind the persons/entities on whose behalf they are signing to the terms of the settlement.

20. This Agreement constitutes the entire agreement and commitments of the Parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in a writing signed by all Parties.


21. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected and the other provisions shall remain in full force and effect.

22. The Parties agree that they will not, individually or in combination with another, seek to have any court declare that any provision of the Agreement is illegal or invalid.

23. This Agreement may be executed in separate counterparts, which may be in original or electronic image copy (facsimile, pdf, etc.).

24. The effective date of this Agreement is the date upon which all Parties have signed the Agreement.

Executed by the Parties below:

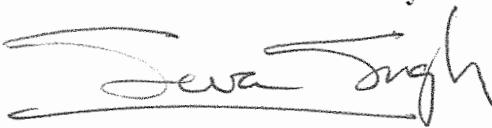


Robert Diaz

30 July 2021
Date

Dion Kohler
Counsel for Akal Security

Date



Seva Singh
SVP, HR

7/30/2021