

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement (hereinafter referred to as “Agreement”) are **WALTER TAMOSAİTIS, Ph.D. and his marital community** (hereinafter referred to as “Dr. Tamosaitis”) and **URS ENERGY & CONSTRUCTION, INC** (hereinafter referred to as “URS”). Dr. Tamosaitis and URS shall hereinafter be collectively referred to as the “Parties.”

RECITALS

1. URS is a subcontractor to Bechtel National, Inc., at the Waste Treatment Plant Project (“WTP”) for the United States Department of Energy at the Hanford Nuclear Reservation in Washington State.
2. Dr. Tamosaitis was employed by URS at the WTP starting in 2003. In July 2010, Dr. Tamosaitis was removed from his position at the WTP.
3. On July 30, 2010, Dr. Tamosaitis filed a whistleblower complaint with the U.S. Department of Labor (DOL) alleging violations of the whistleblower provisions of the Energy Reorganization Act (“ERA”) relating to his removal from the WTP (“First Complaint”). Dr. Tamosaitis continued his employment at URS on other projects.
4. On September 13, 2010, Dr. Tamosaitis filed a complaint for damages with the Benton County Superior Court, Case No. 10-2-02357-4 against URS, among others, alleging civil conspiracy (“Second Complaint”). In August, 2011, Dr. Tamosaitis dismissed the civil conspiracy claim against URS.
5. On November 9, 2011, Dr. Tamosaitis initiated a federal action by filing a complaint for retaliation in violation of ERA and for damages in the United States District Court, Eastern District of Washington, Case No. 2:11-cv-05157-LRS (“Third Complaint”).
6. In October, 2013, Dr. Tamosaitis was terminated from employment at URS.

SETTLEMENT AGREEMENT

Page 1 of 8

7. On March 27, 2014, Dr. Tamosaitis initiated a second whistleblower action by filing a complaint with the DOL (“Fourth Complaint”). The complaint, naming URS, asserted claims and a request for damages resulting from URS’ 2013 termination of Dr. Tamosaitis.
8. The First through Fourth Complaints outlined in the above recitals shall be referred to collectively in this Agreement as the “Complaints.” A jury trial on the issues contained in the Complaints is currently scheduled for July 2016.
9. Tamosaitis and URS mutually desire to resolve their disputes arising out of or relating to Tamosaitis’s Complaints.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

1. **CONSIDERATION.**

Dr. Tamosaitis acknowledges, represents, and warrants that he has given, received, and accepted good, valuable consideration for this Agreement. In consideration of executing this Agreement, Dr. Tamosaitis agrees to forever release, dismiss and/or withdraw any and all pending Complaints, claims and/or demands related to his employment retaliation claims with the United States Federal Court, Eastern District of Washington, the U.S. DOL, and any other governing bodies or agencies.

In return, URS shall provide the following consideration to Dr. Tamosaitis:

(A) URS shall pay Dr. Tamosaitis the total sum of FOUR MILLION ONE HUNDRED THOUSAND DOLLARS (\$4,100,000.00).

(B) The payments due from URS as set forth in paragraph 1(B) above shall be made within thirty (30) days following the date of this Agreement.

SETTLEMENT AGREEMENT

Page 2 of 8

2. **TAXATION.**

Dr. Tamosaitis understands and acknowledges that there may be federal income tax or other tax implications to URS' payment of some or all of the monies paid pursuant to this Agreement. Tamosaitis understands and acknowledges that in the event any governmental or taxing authority takes the position that some or all of the monies paid pursuant to this Agreement are taxable, Dr. Tamosaitis shall be solely responsible for any and all tax obligations that may arise. If any governmental or taxing authority disagrees with how the payment is allocated, said allocation shall not void any other provision of this Agreement.

Payments will be allocated as follows:

- a) A check in the amount of \$1.353 million will be paid to Dr. Tamosaitis for lost wages, and URS will ensure that the proper withholdings are deducted from this payment and pay appropriate payroll taxes and issue a W-2 recognizing the amount listed here as income.
- b) A check for the remainder will be paid to the Sheridan Law Firm on behalf of Walter Tamosaitis as the remainder. No deductions will be taken from this payment. URS will issue an appropriate 1099 as required by law.
- c) Of the payment made in 2(b) above, \$1,107,000 will be allocated for emotional distress and mental anguish.

3. **MUTUAL RELEASES.**

(A) Except for the specific covenants elsewhere in this Agreement, and to the extent consistent with law, Dr. Tamosaitis, for himself, his spouse, children, heirs, executors, administrators, successors, and assigns (hereinafter "Releasers"), hereby fully and forever releases, acquits, discharges, and dismisses URS for any alleged acts or omissions related to his employment retaliation claims that gave rise to Dr. Tamosaitis' removal from the WTP and Dr. Tamosaitis' employment termination by URS in 2013. This release of URS includes its past, present, and future parent and/or subsidiary corporations, divisions, affiliates, and any past, present, or future partners, owners, joint venturers, stockholders, predecessors, successors, officers, directors, administrators, employees, agents, representatives, attorneys, heirs, executors,

SETTLEMENT AGREEMENT

Page 3 of 8

assigns, retirement plans and/or their trustees, and any other person or firm with whom any of them is now or may hereafter be affiliated (hereinafter "Releasees"). This release covers any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney's fees, liabilities, and/or indemnities related to Dr. Tamosaitis' employment retaliation claims, whether negligent or intentional, whether now known or unknown, against URS, whether based on race, age, disability, religion, national origin, gender, sexual orientation, marital status, veteran status, protected activity, retaliation, compensation and benefits from employment, including stock, stock options, stock option agreements, and retirement plans, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether mature or to mature in the future, which up to the date of this Agreement, Dr. Tamosaitis had, now has, or claims to have against URS related to employment retaliation or any other person or entity described above.

Without limiting the foregoing, this Agreement applies to any and all employment-related allegations claims related to employment retaliation that have been or which could have been asserted in the Complaints or in any state or federal judicial or administrative forum, up to the date of this Agreement, specifically including, but not by way of limitation, claims under 31 U.S. Code §3730(h), claims under the Equal Pay Act, as amended, the Family and Medical Leave Act, as amended, the National Labor Relations Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Post-Civil War Reconstruction Acts, as amended (42 U.S.C. §§ 1981-1988), the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, , any other federal statute, any state civil rights act, any state statutory wage claim such as those contained in Washington statutes, any other statutory claim, any claim of wrongful discharge, any claim in tort or contract, any claim seeking declaratory, injunctive, or equitable relief, or any other claim of any type whatsoever related to employment retaliation arising out of any federal or state statute or the common law of any state. This agreement does not otherwise apply to 31 U.S. Code § 3730.

SETTLEMENT AGREEMENT

Page 4 of 8

(B) Except for the specific covenants elsewhere in this Agreement, and to the extent consistent with law, URS, for itself, its officers, administrators, successors, and assigns hereby fully and forever releases, acquits, discharges, and promises not to sue Dr. Tamosaitis for any alleged acts or omissions that gave rise to allegations in the Complaints up to the date of this Agreement.

4. NO ADMISSION.

The Parties agree that this Agreement constitutes the good faith, fair and equitable settlement of disputed claims. The Parties further agree that their entry into or performance of the terms and covenants of this Agreement is not and shall not in any way be construed as an admission by any party as to the merits of any party's positions, claims and/or defenses raised in the Complaints, and shall not be construed as an admission by URS, Dr. Tamosaitis or any Releasee of liability to any person, or of any wrongful acts, acts of discrimination, violations of any federal, state, or local law or court rule, or that any treatment of the parties hereunder, or any other person, was unwarranted, unjustified, discriminatory, or otherwise unlawful. The Parties acknowledge they have entered into this settlement Agreement for the sole purpose of resolving the aforementioned differences in order to avoid the burden, expense, delay, and uncertainties of litigation and so the Parties may buy their peace.

5. CONSEQUENCES OF BREACH.

To the extent consistent with law, should either party breach Paragraph 3 of this Agreement and institute any legal, equitable, or administrative proceeding or file a lawsuit based on legal claims or rights that are the subject matter of this Agreement, that party will indemnify and hold the other and Releasees harmless from all fees, costs, and expenses, including

reasonable attorney's fees, incurred and all liability imposed in pursuing or defending any such proceeding, including any and all appeals.

6. REPRESENTATIONS.

Each party represents and agrees that it has not relied upon any representations by the other or Releasees concerning the terms or effects of this Agreement other than those expressly contained in this Agreement.

7. UNKNOWN FACTS OR CLAIMS REGARDING THE MATTERS RELEASED.

Each party expressly acknowledges its understanding there may exist damages or claims in that party's favor pertaining to the matters released of which that party has no knowledge, reason to know, or suspicion at the time of signing of this Agreement. Each party acknowledges further that it may discover facts different from or in addition to those it now knows or believes to be true with respect to the actions of those persons released in Paragraph 3 above prior to the date of this Agreement. Each party acknowledges this Agreement shall apply to all such unknown and unanticipated damages or claims as well as to those now known or disclosed, and, further, that this Agreement shall remain in full force and effect in all respects notwithstanding any such different or additional facts.

8. ASSIGNMENT/TRANSFER.

Dr. Tamosaitis represents and warrants that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity not a signatory to this Agreement any claim or matter herein released, disclaimed, or discharged.

9. **USE/PARTICIPATION.**

Other than the Complaints, Dr. Tamosaitis represents that he has no lawsuits, claims, charges, complaints or demands related to employment retaliation currently pending against URS or Releasees with any local, state, or federal government agency occurring prior to and including the date of signing of this Agreement.

10. **RESOLUTION OF ANY DISPUTE REGARDING THE LANGUAGE OF THIS AGREEMENT.**

Should there be any dispute(s) regarding the language and/or essential terms of this Agreement, the Parties agree that such dispute(s) will be resolved by mediator Judge James Robertson (Ret.), and his decision will be final and binding.

11. **ENFORCEMENT.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington or federal law, as applicable, and the parties expressly consent to the jurisdiction of the courts located in the State of Washington, and of the DOL.

12. **SEVERABILITY.**

If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part of this Agreement shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

13. **MERGER.**

This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter hereof except the agreements as set forth in this

Agreement. No amendment of, addition to, or modification of this Agreement shall be effective unless the same is in writing and signed by both of the parties.

14. **AMBIGUITY.**

Each party to this Agreement and her or its attorneys have reviewed this Agreement, and accordingly the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

15. **COUNTERPARTS.**

This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original as to the party to be charged.

16. **HEADINGS.**

The headings of the Paragraphs of this Agreement are for convenience only and shall not affect the construction or interpretation of any of its provisions.

17. **REVIEW/UNDERSTANDING OF AGREEMENT.**

Dr. Tamosaitis further states that he has carefully read this Agreement, has had the opportunity for his counsel to read and review it, that he has had its provisions fully explained to him by his counsel, and that the only promises made to him to sign the Agreement are those stated above, and that he is signing this Agreement freely, voluntarily, and with full knowledge of its terms and consequences.

Date of Agreement: August 12, 2015.

URS ENERGY & CONSTRUCTION, INC.

WALTER TAMOSAITIS, PH.D.

By: _____
Title: Asst Secretary