

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (“Agreement” or “Release”) is entered into by and between **CITY OF SANTA CLARA** on the one hand, and **ROSENDIN ELECTRIC, INC.**, on the other hand, for damages and losses, known and unknown, which have arisen or which may hereafter arise out of the incident that occurred on or about **JANUARY 19, 2024** at the Lick Mill pumping station located in Santa Clara, California (“the Incident”). The **CITY OF SANTA CLARA** and **ROSENDIN ELECTRIC, INC.** may be referred to individually as a “Party” and collectively as the “Parties.”

FOR AND IN CONSIDERATION of a total payment by **ZURICH AMERICAN INSURANCE COMPANY** of **FOUR HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$481,428.00)** (“Settlement Payment”), **CITY OF SANTA CLARA**, on behalf of itself and any and all of its related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies, does hereby release **ZURICH AMERICAN INSURANCE COMPANY, ROSENDIN HOLDINGS, INC. and ROSENDIN ELECTRIC, INC.**, and any and all of their respective related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs,

executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related companies, as well as any and all other persons or entities who are or may be liable in any way for the Incident (hereinafter individually and collectively designated as the “Rosendin Releasees”), of and from any and all past, present or future rights, actions, causes of actions, claims, liabilities, demands, costs, liens, losses, damages, expenses, and/or compensation, known or unknown, in any way arising from or resulting from or which may hereafter result from the Incident (hereinafter collectively, “Rosendin Released Claims”).

FOR AND IN CONSIDERATION of the payment of all monies due to **ROSENDIN ELECTRIC, INC.** under the Citywide Emergency Generator Replacement – Phase 1 Project (CE 17-18-07) (“Project”) and commencement of the Project close-out process, **ROSENDIN ELECTRIC INC.**, on behalf of themselves and any and all of their respective related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors, and related persons or companies, do hereby release the **CITY OF SANTA CLARA**, its City Council, commissions, officers, employees, volunteers, and agents, as well as any and all other persons or entities who are or may be liable in any way for any monies retained during the dispute period by **CITY OF SANTA CLARA** due to **ROSENDIN ELECTRIC, INC.** pursuant to General

Conditions Section 16.3(E) of the Agreement between the **CITY OF SANTA CLARA** and **ROSENDIN ELECTRIC, INC.** (hereinafter individually and collectively designated as the “City Releasees”), of and from any and all past, present, or future rights, actions, causes of action, claims, liabilities, demands, costs, liens, losses, damages, expenses, and/or compensation, known or unknown, in any way arising from or resulting from or which may hereinafter result from such retention of monies (hereinafter collectively, “City Released Claims”). Excluded from the City Released Claims are any amounts still to be billed by **ROSENDIN ELECTRIC, INC.** for the Project, and **ROSENDIN ELECTRIC, INC.** retains all rights related to any such future billings for this Project. The **CITY OF SANTA CLARA** still owes **ROSENDIN ELECTRIC, INC.** \$195,763 in AR and \$159,325 in retention from this Project and the **CITY OF SANTA CLARA** shall release these payments to **ROSENDIN ELECTRIC, INC.** within 30 days of the **CITY OF SANTA CLARA** receiving the Settlement Payment. **ROSENDIN ELECTRIC, INC.** reserves all rights to enforce the terms of this Agreement, including but not limited enforcing payment of the AR and retention amounts referenced herein.

Hereinafter, the term “Released Claims” shall mean, collectively, the Rosendin Released Claims and the City Released Claims.

IT IS UNDERSTOOD AND AGREED that each Party, as a Releasor, waives all rights under California Civil Code §1542, 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.”

It is understood and agreed that this settlement involves a compromise of a doubtful and disputed claim. Neither this Agreement, nor any payment of a sum of money in connection herewith, shall constitute or be deemed or construed as an admission of liability by any Party, by whom, liability is expressly denied.

In making this Release, it is understood and agreed that Parties are relying wholly on their own judgment, belief, and knowledge of the nature, extent and duration of the alleged damages, and that Parties have not been influenced to any extent in making this Agreement by any representations or statements regarding alleged damages or regarding any other matter made by this Agreement or by any person or entity representing any Party. Parties hereby declare and represent that they are effecting and executing this Agreement after having had the opportunity to receive legal advice as to each Party's rights from legal counsel of Party's own choosing.

In making this Agreement, it is understood and agreed that each Party, on behalf of itself and Party's related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in- interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies, acknowledges and agrees that Rosendin Releasees and City Releasees, at all times pertinent hereto, negotiated, bargained, and settled this matter in good faith and have at all times pertinent hereto conducted themselves in good faith. Parties expressly warrant that this settlement pursuant to this Release shall constitute a "good faith

settlement” in accordance with *American Motorcycle Ass’n. v. Superior Court*, and its progeny.

Parties represent that they have not assigned to any third party at any time any claims, or any portions of such claims, arising from the Incident. It will be the responsibility of each Party to resolve and satisfy all outstanding payments owed to any third parties arising out of the Released Claims or the Incident, including but not limited to any and all liens. Parties agree to indemnify, defend and hold harmless the other Party, including but not limited to their insurers and attorneys, from any action by third parties seeking payment of liens or claims for reimbursement arising out of the Released Claims or the Incident.

Parties represent and warrant that they shall do all acts and execute and deliver all documents necessary, convenient, or desirable to effect all provisions of this Agreement. If any provision of this Agreement is determined, by a court of competent jurisdiction, to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance or deletion, shall affect the validity of the remaining provisions of this Agreement. This Agreement shall bind and inure to the benefit of each Party and any and all of each Party’s related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies.

Parties agree to bear their own costs and fees, including but not limited to attorney fees, consultant fees and expert fees, incurred in connection with the Incident or the Released Claims.

IN WITNESS WHEREOF, THE UNDERSIGNED SIGNATORY HEREBY ACKNOWLEDGES THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HAVE AUTHORITY TO EXECUTE THIS RELEASE ON WHOSE BEHALF THEY ARE SIGNING.

CITY OF SANTA CLARA

DATED:

JOVAN D. GROGAN
City Manager


Approved as to Form:

GLEN R. GOOGINS
City Attorney

ROSENDIN ELECTRIC, INC.

DATED:

1/6/2026 | 3:33 PM PST

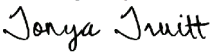
Signed by:


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CARRIE MACINTOSH
General Counsel

ZURICH AMERICAN INSURANCE COMPANY

DATED:

1/6/2026 | 2:58 PM PST

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TONYA TRUITT
General Liability Claims Specialist
Senior Technical Team