

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This *Settlement Agreement and Mutual Release* (the “**Agreement**”), effective as of the latest date executed below (the “**Effective Date**”), is made by and entered into between Clark County Department of Aviation, a political subdivision of the State of Nevada (“**CCDOA**” or “**DOA**”), CORE West, Inc. dba CORE Construction, a Nevada corporation (“**CORE**”), and Sturgeon Electric Company, Inc., a Michigan corporation (“**Sturgeon**”) (collectively, CCDOA, CORE and Sturgeon are referred to herein as the “**Parties**,” or individually as a “**Party**,” wherever applicable).

I.

RECITALS

1. CCDOA, serving as the owner and operator of the Harry Reid International Airport (formerly known as McCarran International Airport) located at 5757 Wayne Newton Blvd., Las Vegas, NV 89119 (the “**Airport**”), entered into a *Construction Manager at Risk Contract for Construction, Contract No. 2465*, dated May 23, 2019 (the “**Prime Contract**”), with CORE to provide certain labor, materials, and/or equipment related to the CCTV video surveillance system and network infrastructure (the “**Work**”) at the Airport, which is known as the 2465 Airport Security Cameras Project (“**Project**”);
2. In connection with the Prime Contract, CORE entered into a subcontract agreement dated June 7, 2019 (the “**Subcontract**”) with Sturgeon, pursuant to which Sturgeon agreed to furnish certain portions of the Work;
3. On or about July 15, 2019, CCDOA issued a *Construction Notice to Proceed*, which authorized CORE to officially begin performing the Work;
4. On or about April 20, 2020, CCDOA issued a formal *Notice of Suspension* to CORE that asserted impacts associated with the global pandemic;
5. On or about March 4, 2021, CCDOA issued a *Notice to Resume Suspended Work* to CORE, which instructed it to resume the Work on the Project on April 4, 2021;
6. On or about December 11, 2023, CORE submitted Change Order Request #1.2 (“**COR 1.2**”) to CCDOA on behalf of Sturgeon, seeking a *Request for an Equitable Adjustment Inefficient Claim* (the “**SECO REA**”) in the amount of \$2,534,135.26 to the Prime Contract price for alleged inefficiencies, access issues, delays, and changes to Sturgeon’s scope of work.
7. CCDOA denied COR 1.2 on January 25, 2024, as untimely and unsubstantiated, and issued a *Notice of Final Completion* declaring no outstanding claims;
8. On February 5, 2024, CORE submitted a formal *Contract Change Request* for the SECO REA as a claim, which CCDOA rejected on March 6, 2024;
9. On April 5, 2024, CORE appealed the denial, which CCDOA rejected on May 1, 2024;

10. On or about September 11, 2024, CORE filed a *Complaint* in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-24-901586-C (the “**Action**”), on behalf of Sturgeon against CCDOA, seeking, among other things, damages for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment,¹ and related relief arising from alleged unpaid labor, materials, and services provided by Sturgeon in connection with electrical and related work at the Airport (the “**Complaint**”);

11. On January 17, 2025, CCDOA filed its *Answer to Plaintiff’s Complaint* (the “**Answer**”) in the Action, generally denying the allegations in CORE’s Complaint and asserting affirmative defenses, arising from alleged untimely and unsubstantiated claims related to the Airport;

12. The Parties participated in settlement negotiations, during which the Parties reached a resolution of all disputes in the Action on the terms set forth herein;

13. The Parties desire to fully and finally resolve, settle and dispose of, fully and completely, all disputes, claims, counterclaims, crossclaims, and causes of action heretofore asserted or unasserted by the Parties arising from or related to the Action, the Project, the Airport, the Prime Contract, the Subcontract, the SECO REA, COR 1.2, and the underlying transactions (together the “**Dispute**”), absolutely and without restriction except as hereinafter provided and as to the executory obligations herein set forth;

14. The Parties understand and agree that this is a settlement of disputed claims and that in the making of this Agreement, nothing contained herein, or the payment of consideration described herein shall be considered or deemed to constitute an admission of any liability; and

15. The Parties have negotiated this settlement and this Agreement at arm’s length and in good faith.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II.

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein, as if fully set forth.
2. **Settlement Payment.**

2.1 In consideration of the foregoing Recitals and the performance of the mutual promises and covenants hereinafter set forth, and the mutual releases of liability

¹ On January 7, 2025, the unjust enrichment claim was dismissed without prejudice by way of the Parties’ stipulation in the Action.

described herein, and subject to final approval by the Board of County Commissioners of Clark County, Nevada, CCDOA shall pay the total sum of Two Hundred Thousand Dollars (\$200,000.00) (the “**Settlement Payment**”) as full and final settlement of all claims, counterclaims, crossclaims, and potential claims in the Action.

2.2 The Settlement Payment shall be paid to Sturgeon within twenty (20) days of the Effective Date and final approval by the Board of County Commissioners, whichever is later, by check made payable to “Sturgeon Electric Company, Inc.” and delivered to its counsel at Peel Brimley LLP, 3333 E. Serene Avenue, Suite 200, Henderson, Nevada 89074.

2.3 The Settlement Payment represents the entire consideration provided under this Agreement, and no other payments shall be due from any Party to another.

3. **Releases.**

3.1 CORE/Sturgeon Release. Except for the obligations, representations and warranties in this Agreement, after receipt of the Settlement Payment described in Section 1 above, CORE and Sturgeon, on behalf of themselves and any of their subsidiary entities, affiliates, predecessors, successors, assignees, heirs, estates, agents, servants, employees and all of their past, present and future owners, officers, directors, managers, members, stockholders, shareholders, investors, trustees, attorneys, representatives, insurers, and all other persons and entities that would in any way have legal responsibility for (or claim any rights through) any of them (the “**CORE/Sturgeon Releasing Parties**”), shall unconditionally, fully, finally, and forever release, acquit and discharge CCDOA and their related entities, affiliates, predecessors, successors, assignees, heirs, estates, agents, servants, employees and all of their past, present and future owners, officers, directors, managers, members, stockholders, shareholders, investors, trustees, attorneys, representatives, insurers, and all other persons or entities that would in any way have legal responsibility for (or claim any rights through) any of them (the “**CORE/Sturgeon Released Parties**”), of and from all demands, claims, actions, causes of action, suits, rights, liabilities, obligations, debts, damages, punitive and/or exemplary damages, judgments, attorneys’ fees, expenses, costs, sums of money, and all other claims whatsoever, in law or in equity, contract or tort, which any of them ever had, now has, or may have in the future, whether known or unknown, against any of the aforementioned, by reason of any matter that is related to or arising from the Dispute, the Action, the Airport, the Project, the Prime Contract, the Subcontract, the SECO REA, COR 1.2, the underlying transactions, or any matters alleged in the pleadings in the Action.

3.2 CCDOA Release. Except for the obligations, representations and warranties in this Agreement, after payment of the Settlement Payment described in Section 1 above, CCDOA, on behalf of itself and any of its subsidiary entities, affiliates, predecessors, successors, assignees, heirs, estates, agents, servants, employees and all of their past, present and future owners, officers, directors, managers, members, stockholders, shareholders, investors, trustees, attorneys, representatives, insurers, and all other persons and entities that would in any way have legal responsibility for (or claim any rights through) any of them (the “**CCDOA Releasing Parties**”), shall unconditionally, fully, finally, and forever release, acquit and discharge CORE and Sturgeon and their related business units, parent and subsidiary entities, affiliates, predecessors, successors, assignees, heirs, estates, agents, servants, employees and all

of their past, present and future owners, officers, directors, managers, members, stockholders, shareholders, investors, trustees, attorneys, representatives, insurers, and all other persons or entities that would in any way have legal responsibility for (or claim any rights through) any of them (the “**CCDOA Released Parties**”), of and from all demands, claims, actions, causes of action, suits, rights, liabilities, obligations, debts, damages, punitive and/or exemplary damages, judgments, attorneys’ fees, expenses, costs, sums of money, and all other claims whatsoever, in law or in equity, contract or tort, which any of them ever had, now has, or may have in the future, whether known or unknown, against any of the aforementioned, by reason of any matter that is related to or arising from the Dispute, the Action, the Airport, the Project, the Prime Contract, the Subcontract, the SECO REA, COR 1.2, the underlying transactions, or any matters alleged in the pleadings in the Action.

4. **Unknown Claims.** The Releases set forth in Section 2 of this Agreement are executed with the full knowledge and understanding by the Parties that there may be more serious consequences or damages as a result of the alleged matters, which are now not known, and that more serious and permanent consequences may result from the Dispute, the Action, the Airport, the Project, the Prime Contract, the Subcontract, the SECO REA, COR 1.2, the underlying transactions, or any matters alleged in the pleadings in the Action. The Parties knowingly, voluntarily, and expressly waive, to the fullest extent permitted by law, any and all rights they may have under any statute or any common law principle that would limit the effect of the foregoing Releases based upon their knowledge at the time they execute this Agreement. The Parties understand the provisions of this paragraph and knowingly and voluntarily enter into this waiver with the intention of executing this Agreement to discharge the Parties and all persons and entities released herein from any and all present and future, foreseen and unforeseen, known and unknown claims and causes of action, related to the Dispute, the Action, the Airport, the Prime Contract, the Subcontract, the SECO REA, COR 1.2, the underlying transactions, or any matters alleged in the pleadings in the Action. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement, and that, without such waiver, the Agreement would not have been executed.

5. **Stipulation and Order to Dismiss With Prejudice.** The Parties acknowledge they have reviewed and agree to the terms and conditions set forth in the *Stipulation and Order to Dismiss With Prejudice* (the “**Stipulation**”), which is incorporated herein and attached hereto as **Exhibit “1.”** Within five (5) business days following the funds of the Settlement Payment clearing the bank, CCDOA shall promptly file the Stipulation in the Action.

6. **Duty to Cooperate.** Each Party hereby agrees to reasonably cooperate with all other Parties in connection with performing said Party’s obligations herein. The Parties agree to take such further action and execute such additional documents as necessary to implement the terms and conditions of this Agreement.

7. **Voluntary Agreement.** Except as otherwise stated in this Agreement, the Parties understand, acknowledge, and agree that they have been fully advised and represented by legal counsel of their selection in the negotiation and execution of this Agreement; that they are fully familiar with all of the facts and circumstances surrounding the matters, disputes, and differences released herein; that in executing this Agreement, they are relying solely on their

own independent judgment and advice of their own legal counsel; and each Party enters into this Agreement voluntarily and has not been influenced in any way by any representation, statement, action, or inaction by any other Party, or by any officer, director, manager, member, employee, agent, representative, or attorney of any of the other Parties, in the execution and delivery of this Agreement.

8. **No Admission of Liability.** This Agreement is for the sole purpose of settling the Dispute, and it is expressly understood and agreed that nothing in this Agreement shall be construed as an admission of liability or wrongdoing on the part of any Party hereto.

9. **Authorization.** The Parties each warrant that they have the right and are authorized to enter into this Agreement and to perform the obligations attendant hereto and have obtained all consents or approvals necessary to make this representation and warranty. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, agents, representatives, and attorneys.

10. **Choice of Law.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Nevada. Any dispute arising from or related to this Agreement shall be litigated in the state or federal courts sitting in Clark County, Nevada.

11. **Attorney Fees and Costs.** Each Party shall not claim from the other Party any of its own attorney fees and costs in connection with the Action or the negotiation and preparation of this Agreement. In the event of any action to enforce this Agreement, the prevailing Party shall be entitled to its reasonable attorney fees and costs.

12. **Modification or Waiver.** This Agreement may be amended, modified, or superseded, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, but only by a written instrument executed by each Party hereto. No waiver of any nature, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any condition or any breach of any other term or provision in this Agreement.

13. **Construction.** The Parties hereto acknowledge they have been represented by counsel in negotiations leading to the execution of this Agreement. It is understood and agreed by all the Parties that this Agreement shall be construed without regard to any presumption or other rule requiring construction against any party causing the Agreement to be drafted.

14. **Integration.** This Agreement constitutes the full and complete expression of the agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous offers, negotiations, or agreements between the Parties. Any amendment or modification to any of the terms of this Agreement shall be in a writing signed by each Party hereto.

15. **Severability.** Should any provision of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the

provision or provisions determined to be illegal or unenforceable and shall not be affected thereby; provided that the same may be so enforced without altering the intent of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. Signatures exchanged by facsimile or by .pdf format shall be deemed original signatures.

17. **Third-Party Beneficiary Status.** There shall be no third-party beneficiary to this Agreement.

18. **Non-Assignment of Claims.** The Parties represent and warrant that none of them has heretofore assigned or transferred, or attempted to assign or transfer, to any person, corporation, partnership, individual or any entity whatsoever any claim, counterclaim, defense, debt, liability, demand, obligation, cost, expense, action or cause of action herein released.

19. **Successors.** This Agreement shall be binding upon, extend to, and inure to the benefit of the heirs, successors, and assigns of the Parties hereto, to the officers, directors, employees, partners, agents and representatives of the Parties hereto, and to all persons or entities claiming by, through or under any of the Parties hereto.

20. **Further Assurances.** The Parties to this Agreement each agree to do, execute, acknowledge, and deliver all such further acts, instruments, and assurances and to take all such further action after the Effective Date as shall be reasonably necessary or desirable to fully carry out this Agreement, and to fully consummate and effect the transactions contemplated herein and therein.

21. **Time of Essence.** Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

22. **Jury Trial Waiver.** THE PARTIES KNOWINGLY AND FREELY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SETTLEMENT AGREEMENT. THE PARTIES ACKNOWLEDGE AND REPRESENT THAT THE RIGHT TO A JURY TRIAL IS AN IMPORTANT RIGHT, THAT EACH HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, THAT THIS PROVISION IS A MATERIAL AND NEGOTIATED TERM OF THIS SETTLEMENT AGREEMENT, THAT EACH PARTY WOULD NOT ENTER INTO THIS SETTLEMENT AGREEMENT BUT FOR THE JURY TRIAL WAIVER, AND THAT EACH PROVIDES THIS WAIVER HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS CHOOSING.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CORE:
CORE West, Inc. dba CORE Construction

CCDOA
Clark County Department of Aviation

By: 

By: _____

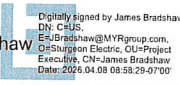
Name: Tim Roley

Name: _____

Title: Vice President | Operations

Title: _____

STURGEON:
Sturgeon Electric Company, Inc.

By:  James Bradshaw

Name: James Bradshaw

Title: District Manager

Attachment to this Agreement:
Exhibit 1 – Stipulation and Order to Dismiss With Prejudice

[Signature Page to Agreement]

EXHIBIT 1

EXHIBIT 1

1 **SAO**
2 Gregory S. Gilbert
3 Nevada Bar No. 6310
4 Joseph G. Went
5 Nevada Bar No. 9220
6 David J. Freeman
7 Nevada Bar No. 10045
8 Sydney R. Gambée
9 Nevada Bar No. 14201
10 **HOLLAND & HART LLP**
11 9555 Hillwood Drive, 2nd Floor
12 Las Vegas, NV 89134
13 Phone: 702.669.4600
14 gsgilbert@hollandhart.com
15 jgwent@hollandhart.com
16 dfreeman@hollandhart.com
17 srgambée@hollandhart.com

18 *Attorneys for Defendant Clark County*
19 *Department of Aviation*

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 CORE WEST, INC. dba CORE
23 CONSTRUCTION, a Nevada corporation on
24 behalf of STURGEON ELECTRIC
25 COMPANY, INC. a Michigan corporation,

26 Plaintiff,

27 v.

28 CLARK COUNTY DEPARTMENT OF
AVIATION, a political subdivision of the State
of Nevada as owner and operator of the
HARRY REID INTERNATIONAL
AIRPORT; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-24-901586-C
Dept. No. 26

**STIPULATION AND REQUEST FOR
ORDER DISMISSING THIS ACTION
WITH PREJUDICE**

Defendant, CLARK COUNTY DEPARTMENT OF AVIATION, a political subdivision
of the State of Nevada as owner and operator of the HARRY REID INTERNATIONAL
AIRPORT (“CCDOA” or the “Airport”), by and through its counsel of record, Holland & Hart
LLP, CORE WEST, INC. dba CORE CONSTRUCTION, a Nevada corporation (“CORE”) on
behalf of STURGEON ELECTRIC COMPANY, INC. a Michigan corporation (“Sturgeon”), by
and through their counsel of record, Peel Brimley LLP, hereby stipulate that the above Action is

1 dismissed with prejudice, with each party to bear their own respective fees and costs incurred in
2 this matter. Moreover, any and all hearings currently on calendar for this Action shall be vacated.

3 **IT IS SO STIPULATED.**

4 DATED this __ day of April 2026.

DATED this __ day of April 2026.

5 /s/
6 _____
7 Gregory S. Gilbert
8 Joseph G. Went
9 David J. Freeman
10 Sydney R. Gambee
11 **HOLLAND & HART LLP**
12 9555 Hillwood Drive, 2nd Floor
13 Las Vegas, NV 89134

/s/

Richard L. Peel
Steven D. Meacham
Troy P. Domina
PEEL BRIMLEY, LLP
3333 E. Serene Avenue, Suite 200
Henderson, NV 89074

10 *Attorneys for Clark County*
11 *Department of Aviation*

Attorneys for Plaintiffs CORE West, Inc. dba
CORE Construction on behalf of Sturgeon
Electric Company, Inc.

12 **ORDER**

13 **UPON STIPULATION** of the parties, and good cause appearing, it is hereby
14 **ORDERED, ADJUDGED and DECREED** that the above Action is dismissed with prejudice,
15 with each party to bear their own respective fees and costs incurred in this matter.

16 **IT IS FURTHER ORDERED** that any and all hearings and trial currently on calendar
17 for this Action shall be vacated.

18 **IT IS SO ORDERED.**

19 _____
20 Respectfully submitted:

21 **HOLLAND & HART LLP**

22 /s/
23 _____
24 Gregory S. Gilbert
25 Joseph G. Went
26 David J. Freeman
27 Sydney R. Gambee
28 9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

Attorneys for Clark County
Department of Aviation