

## **EXHIBIT A**

### **SETTLEMENT AGREEMENT**

This Settlement Agreement (this “Agreement”) is between Martin Dela Cruz Jr., Martin Dela Cruz, and Christopher Leedelrio, on behalf of themselves and the other members of the class (the “CLASS”) as defined in the Civil Action No. 1:24-cv-00009 in the U.S. District Court for the District of the Northern Mariana Islands (the “CLASS ACTION”) and Pacific Rim Land Development, LLC (“DEFENDANT”). CLASS and DEFENDANT are jointly referred to herein as the “PARTIES.” The effective date of this Agreement is indicated below.

WHEREAS, a dispute has arisen between the CLASS and DEFENDANT regarding whether DEFENDANT violated the Worker Adjustment and Retraining Notification Act (the “WARN Act”) by terminating the CLASS without giving them 60-day advance notice;

WHEREAS, the CLASS filed suit against DEFENDANT in the CLASS ACTION;

WHEREAS, the PARTIES wish to settle their dispute without further litigation, controversy, or expense;

WHEREAS, the PARTIES acknowledge and agree that this settlement is the result of compromise and is entered into in good faith solely for the purpose of avoiding and ending protracted litigation and expenses and does not in any way constitute an admission by DEFENDANTS of any wrongdoing or liability of any kind; and

WHEREAS, the Court has approved this Agreement;

NOW, THEREFORE, in consideration of the payment herein and the mutual promises contained herein, the PARTIES hereto have agreed and do hereby agree as follows:

1. Monetary Consideration.

Within thirty (30) days after the Court’s approval of this settlement, DEFENDANT shall pay the total amount of FORTY FIVE THOUSAND and 00/100 US DOLLARS (\$45,000.00

USD) to the client trust account of counsel for the CLASS, Baner Horey Nie & Miller, LLC (“BHNM”).

## 2. Distribution

Out of the total settlement amount, up to \$3,500 will be paid towards costs and expenses incurred prior to distribution; \$1,500 will be paid as attorneys’ fees to the class counsel; and, the three class representatives will receive incentive payments in the respective amounts of \$300, \$300, and \$600.

From the net amount after the amounts of attorneys’ fees and costs and incentive payments approved by the Court and a reserve of \$1,000 for future costs, each class member’s share is calculated in proportion to their wage rate as indicated in discovery produced by Pacific Rim, as indicated in Appendix A attached hereto. It is estimated that depending on the actual amount of costs incurred and the class members’ wage rates, most class members’ shares are in the range of \$370 to \$700.

For those members of the CLASS for whom a confirmation of receipt was provided to BHNM by USPS for the previously mailed out notice of class certification, checks for their settlement shares will be directly mailed out to them.

For those members of the CLASS for whom the previous notice of class certification was returned or otherwise not confirmed as received, a notice will be published in the newspaper and posted online notifying them to make a claim within six (6) months. For any member of the CLASS who makes a timely claim, BHNM will issue a check to them for their respective settlement shares.

After the six-month period, the net amount remaining from the settlement payment, after deducting mailing and publication costs, will then be distributed to those class members who have cashed their settlement checks, in proportion to their wage rates.

After the six-month period, counsel for the CLASS shall report the completion of distribution to the Court, and the PARTIES shall cause their counsels to file a stipulation to dismiss the CLASS ACTION, with each side to bear their fees and costs and the Court retaining jurisdiction to enforce this Agreement.

3. Release.

The CLASS, on behalf of themselves, their heirs, executors, administrators, personal representatives, relatives, successors and assigns, release and forever discharge DEFENDANT, and DEFENDANT's owners, directors, officers, employees, agents, affiliates, contractors, insurers, and attorneys from any and all damages, losses, grievances, costs, expenses, attorneys' fees, or other liabilities of any kind and every nature whatsoever under the WARN Act, arising out of or related to the CLASS's employment with DEFENDANT in or about 2018 (the "RELEASED CLAIM"). The RELEASED CLAIM is limited to the WARN Act claim in the CLASS ACTION.

4. Covenant Not to Sue.

The CLASS covenants not to sue DEFENDANT, and DEFENDANT's owners, directors, officers, employees, agents, affiliates, contractors, insurers, and attorneys or to file or pursue any claim, charge, or complaint, whether in court or arbitration or through any administrative or governmental agencies or other tribunals, against any them, with respect to the RELEASED CLAIM.

As the RELEASED CLAIM is limited to the WARN Act claim, this covenant not to sue is limited to the WARN Act Claim as well.

5. Accord and Satisfaction as to All Claims.

This Agreement is intended to be a final settlement and accord and satisfaction of the respective rights and liabilities of the PARTIES hereto with respect to the RELEASED CLAIM. This Agreement contains the entire agreement of the PARTIES with respect to the RELEASED

CLAIM and supersedes all prior agreements, understandings, and representations, whether written or oral, concerning settlement of these specified claims. It is further understood and agreed that no promises, representations, understandings, or warranties have been made by any party other than those that are expressly contained herein. This Agreement may only be changed, amended, or modified by a change, amendment, or modification set forth in writing and duly executed by all PARTIES hereto and the Court's approval.

6. Non-Disparagement.

Subject to the limitations below, the CLASS agree not to make any disparaging remarks or communications to any other person regarding DEFENDANT, and DEFENDANT's owners, directors, officers, employees, agents, affiliates, contractors, insurers, and attorneys, unless the remark or communication is ordered or directed by a court, agency, or other governmental authority (in which event such advance notice shall be given to DEFENDANT so as to permit DEFENDANT to contest the order or direction before such remark or communication) or within the proper exercise of the CLASS's constitutional, statutory, regulatory, or other legal rights.

The following conduct does not constitute making disparaging remarks or communications:

- a. Making truthful factual statements without giving subjective opinions; and
- b. Filing a claim with a court or another tribunal and litigating such claim.

7. Voluntary Assent.

The PARTIES represent and agree that they have read this Agreement and understand all of its terms and conditions, and hereby execute this Agreement of their own free will and decision without any duress or coercion. The PARTIES acknowledge that they have been advised and have so consulted with legal counsel before signing this Agreement.

8. Change of Facts.

It is understood by the PARTIES hereto that if the facts in respect of which this Agreement is made may hereafter prove to be other than or different from the facts in that

connection now known by them or believed by them to be true, as set out in this Agreement, the PARTIES expressly accept and assume the risk of the facts proving to be so different, and the PARTIES hereby agree that all of the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference or change in facts.

9. Governing Law.

This Agreement and the legal relations between the PARTIES hereto shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of the Northern Mariana Islands.

10. No Admission.

It is understood and agreed by the PARTIES that this Agreement is not intended to be and is not an admission of any fact, of wrongdoing, of liability, or of any other matter by any of the PARTIES. This Agreement is entered into to avoid further costs of litigation with regard to highly disputed claims. The PARTIES agree that the payment and acceptance of the settlement sum above is done as a complete compromise of the CLASS's disputed claims and that neither payment by or on behalf of DEFENDANT nor acceptance by the CLASS nor the negotiations for said settlement by the PARTIES and their respective attorneys and representatives shall in any respect be considered or deemed an admission of liability or responsibility concerning any of the claims of the PARTIES, and no past or present wrongdoing, liability, or responsibility on the part of DEFENDANT, or any other party released herein shall be implied by such payment or negotiation.

11. Severability.

Should any provision of this Agreement be held to be illegal or unenforceable by a court of competent jurisdiction, it shall be deemed severed from the Agreement, and the remaining provisions shall remain fully enforceable.

12. Authority.

The PARTIES warrant to each other that each of them has full power, authority, capacity, and competence to execute this Agreement. The PARTIES represent to each other that the effect of their Agreement has been fully explained to each of them by their respective counsel.

13. Counterparts, Facsimile, and Scanned Copies.

This Agreement may be executed and delivered by the PARTIES hereto in any number of counterparts, each of which shall be deemed an original or duplicate original, and all of which together shall constitute one and the same instrument or agreement. The PARTIES hereto mutually acknowledge and agree that facsimile (fax) and/or scanned (pdf) signatures of the individuals signing below shall be binding and effective for all purposes and shall be treated the same as the original signatures or duplicate originals of this Agreement.

14. Effective Date.

This Agreement is effective on the date on which the last signature of all PARTIES and their counsel is obtained, and the Court's approval of the settlement, whichever occurs later.

15. Attorney's Fees and Costs.

Each party shall bear its own costs and attorneys' fees related to this Agreement and any obligations of a Party pursuant to this Agreement.

16. Attorney's Fees for Enforcement.

The PARTIES hereto agree that the prevailing party in any action or proceeding to enforce or interpret any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding. "Prevailing party" as used herein means either:

- (a) the Party that obtains the greater amount of relief, whether through arbitration or litigation; or
- (b) the Party that successfully defends a suit involving this Agreement, whether the case is dismissed for lack of jurisdiction, failure to join an indispensable party, the opposing Party

voluntarily dismisses the action, the opposing Party's action is deemed barred by compromise, or otherwise.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on \_\_\_\_\_  
\_\_\_\_\_, 2026.

**On behalf of themselves and the CLASS:**

\_\_\_\_\_  
**MARTIN DELA CRUZ JR.**  
**Date:**

\_\_\_\_\_  
**MARTIN DELA CRUZ**  
**Date:**

\_\_\_\_\_  
**CHRISTOPHER LEEDELRIO**  
**Date:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Cong Nie  
Attorney for the CLASS

Date: \_\_\_\_\_

\_\_\_\_\_  
Colin Thompson  
Attorneys for DEFENDANT

Date: \_\_\_\_\_

# Appendix A

No.	Name	Wage Rate
1	Aldan, Benjamin	\$8.00
2	Aldan, Eulogio	\$8.50
3	Aragon, John Raymond O.	\$37.60
4	Arrozal, Miguel	\$8.00
5	Asilo, Edsel	\$21.58
6	Attao, Peter	\$10.00
7	Baldoza, Eduardo C.	\$13.50
8	Batac, Ronaldo	\$12.50
9	Benavente, Mark Anthony	\$8.50
10	Bermudes, Jerry James P.	\$8.00
11	Blanca, Raul	\$13.00
12	Buekis, Moses	\$8.00
13	Cabrera, Vicente	\$19.00
14	Camacho, Audrey	\$8.00
15	Camacho, Carlos	\$8.50
16	Christopher, Husten	\$9.00
17	Cosmes, Cosmes	\$8.00
18	Cosmes, Roxanne	\$8.00
19	De Arroz Jr., Moises	\$10.00
20	Dela Cruz, Martin	\$10.00
21	Dela Cruz Jr., Martin	\$8.00
22	Dereas, Satisfy Tammy	\$9.00
23	Dionisio, Mario A.	\$9.00
24	Dowai, Lisa Rosalie	\$8.00
25	Ermitanio, Romeio	\$12.00
26	Eroch, Marvix	\$8.00
27	Estrada, Christopher	\$8.00
28	Eugario, Matthew	\$8.00
29	Ezra, Itachok	\$8.00
30	Falawaath, Aloysius	\$8.00
31	Fejeran, Doris Ramona S.	\$13.00
32	Frial, Virgilio	\$15.00
33	Genam, John	\$8.00
34	Iguel, Oliver	\$8.25
35	Inocencio, Julito	\$10.00
36	Kani, Santiago	\$8.00
37	Kikku, Alvin	\$8.50
38	Kileleman, Marcelo	\$9.00
39	Kosam, Austin J.	\$8.00
40	Kosam, Severene L.	\$8.00
41	Leedelrio, Christopher	\$14.00
42	Leomo Jr., Florentino	\$12.50
43	Lumabi, Alfredo	\$8.00
44	Luzama, Alben	\$9.00

45	Macaranas, Gilbert	\$17.00
46	Mality, John James	\$8.00
47	Manas, Riches	\$8.00
48	Manglona, Gregory L.	\$13.50
49	Martin, Rino	\$8.00
50	Minor, Theofilus O.	\$8.50
51	Moni, Eddie	\$12.00
52	Muhi, Dennis	\$10.00
53	Muna, Jay	\$8.50
54	Nishimura, Michael	\$12.00
55	Olaitiman, Erlihno E.	\$8.00
56	Omengkar, Kody M.	\$8.00
57	Padahk, Pelep	\$8.00
58	Palaciso, Antonio V.	\$10.00
59	Pangelinan, Fred	\$8.00
60	Quitugua, Daniel M.	\$9.00
61	Rahama, Ashiqur	\$9.00
62	Ramangmou, Donatus F.	\$8.00
63	Ramoso, Alejandro	\$21.58
64	Rangamar, Luis Vincent	\$8.50
65	Rasel	\$8.00
66	Regis, Smith John S.	\$8.00
67	Remoket, Sheldon	\$10.00
68	Reyes, Antonio A.	\$8.00
69	Rran, Frankie S.	\$9.00
70	Sablan, Vicente A.	\$8.00
71	San Nicolas, Eloisa L.	\$12.00
72	Schultz, Keith	\$49.42
73	Shahin, Shema S.	\$9.00
74	Simram, Stevensin	\$12.00
75	Songao, Fred	\$8.50
76	Taman, Marceliano M.	\$9.00