

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 28, 2026

Shimmick Corporation

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-41867
(Commission File Number)

84-3749368
(IRS Employer
Identification No.)

530 Technology Drive
Suite 300
Irvine, CA
(Address of Principal Executive Offices)

92618
(Zip Code)

Registrant's Telephone Number, Including Area Code: (833) 723-2021

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	SHIM	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers, Election of Directors, Appointment of Certain Officer; Compensatory Arrangements of Certain Officers.

Sarah Tacker Appointment to Chief Operating Officer

On April 28, 2026 (the “Announcement Date”), Shimmick Corporation (the “Company”) announced the appointment of Sarah Tacker as the Company’s Executive Vice President, Chief Operating Officer, effective April 28, 2026 (the “Start Date”).

Ms. Tacker is joining Shimmick from FlatironDragados, where she began her 27 year career and most recently served as Vice President, District Manager, leading Northern California operations including business strategy, pursuit leadership, financial performance, client relationships and workforce development. Ms. Tacker also serves on the board of directors of the Associated General Contractors of California and collaborated with the Beavers Organization to establish the Women in Heavy Civil Committee of which she is a member. Ms. Tacker has a bachelor's degree in civil engineering from Tulane University.

Sarah Tacker Offer Letter

In connection with Ms. Tacker’s appointment as Chief Operating Officer, the Company provided an offer letter, dated as of March 24, 2026, which provides for the following key compensation and benefits:

- annual base salary of \$500,000;
- eligibility for an annual cash bonus under the Company’s Annual Incentive Bonus Plan with a target award equal to 50% of base salary, based upon annual performance targets established by the Board (or the Compensation Committee thereof);
- an equity sign-on bonus consisting of a one-time grant of restricted stock units (“RSUs”) under the Company’s Equity Incentive Plan (“EIP”) with a fair market value on the Announcement Date equal to \$150,000 (the “Sign-On Bonus RSUs”) and (ii) an annual grant of RSUs under the EIP with a fair market value on the Announcement Date equal to \$500,000 (the “Annual Grant RSUs”). The Sign-On Bonus RSUs will vest on the 30-day anniversary of the Start Date and the Annual Grant RSUs will vest in three equal installments on the first, second and third anniversaries of the Start Date, each subject to Ms. Tacker’s continued employment with the Company through the vesting date; and
- expense reimbursement and participation in the Company’s retirement, health and welfare, vacation and other benefit programs.

Ms. Tacker will also enter into the Company’s standard form of indemnification agreement for directors and officers, a form of which was previously filed by the Company as Exhibit 10.1 to the Company’s Registration Statement on Form S-1/A on October 24, 2023.

There are no arrangements or understandings between Ms. Tacker and any other persons pursuant to which she was elected as an officer of the Company. There are also no family relationships between Ms. Tacker and any director or executive officer of the Company. Ms. Tacker has no direct or indirect material interest in any related party transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing summary of the Offer Letter is not complete and is subject to, qualified in its entirety by, and should be read in conjunction with, the full text of the Offer Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events.

On April 28, 2026, the Company issued a press release announcing Ms. Tacker’s appointment as Chief Operating Officer. A copy of the press release is furnished as Exhibit 99.1 hereto. This information is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
	1

- 10.1 [Offer Letter, between Shimmick Corporation and Sarah Tacker, dated March 24, 2026](#)
- 99.1 [Press Release](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

March 24, 2026

Dear Sarah,

On behalf of Shimmick Corporation (the "Company"), we are pleased to offer you the full-time position of Chief Operating Officer, reporting to the Chief Executive Officer.

I am confident that you will be a valuable addition to the Company and look forward to having you as a part of our executive leadership team. Outlined below are the details of our offer of employment.

Location: Your principal place of employment will be 7601 Technology Way, Suite 100, Denver, Colorado 80237 and 530 Technology Drive, Suite 300, Irvine, California 92618, subject to business travel as needed to properly fulfill your employment duties and responsibilities.

Start Date: Subject to satisfaction of all the conditions described in this letter, this offer is based on start date of April 28, 2026, or other mutually agreeable start date (the "Start Date").

Compensation: Upon employment, you will be paid a bi-weekly salary of \$19,230.80 less applicable taxes and deductions, which is equivalent to an annual salary of \$500,000. All other future salary determinations will be made at the recommendation of the Compensation Committee (the "Compensation Committee") of the Company's Board of Directors (the "Board") and subject to approval by the Board. Any Change in compensation shall be set forth in writing, including the effective date of the commencement of such compensation with all other terms and conditions of this Agreement remaining in full force and effect. This position is considered exempt for purpose of federal wage and hour law, which means you are not eligible to receive overtime compensation for hours worked in excess of 40 in a given workweek.

Incentive Bonus: During your employment you will be eligible to earn an annual bonus in accordance with the terms of the Company's annual incentive program, as in effect from time to time. Your initial target bonus for the 2026 fiscal year will be 50% of your base salary. The Incentive Bonus is reviewed annually and subject to the terms adopted by the Board based on performance targets established by the Board (or Compensation Committee).

Equity-Based Compensation: The Company maintains an Equity Incentive Plan (the "Plan") in which you will be eligible to participate and receive annual grants after your employment begins, as recommended by the Compensation Committee and approved by the Board. Subject to formal approval by the Board, you will be granted a one-time award of Restricted Stock Units (RSUs) with grant date value of \$500,000.00 under the Plan. These grants will be awarded upon the public announcement of your appointment. The grants will vest equally over three years from the Start Date in accordance with the Plan and its standard award agreement, including continued employment.

Sign-on Bonus: We will provide a sign-on bonus, in the form of RSU's granted on your start date with a grant date value of \$150,000 under the Plan. If you voluntarily leave the Company or are terminated for cause within 12 months of your start date, you agree to repay the full amount of the sign-on bonus, withheld at the time of payment, within sixty (60) days of separation.

Vehicle Allowance: You will receive a vehicle allowance of \$1,300 per month to cover expenses related to the business use of your personal vehicle. This allowance is intended to offset costs such as maintenance, insurance, and depreciation. It will be paid as part of your regular compensation but is not considered a reimbursable expense and will be subject to applicable taxes and withholdings. You will also receive a company gas card for your personal vehicle. The Company reserves the right to review and adjust the vehicle allowance as necessary.

Employee Benefit Plans: We offer a comprehensive benefits package. Detailed benefits information is enclosed. You are eligible for benefits coverage beginning with the first day of employment, provided all necessary paperwork is completed and returned to Human Resources in a timely manner.

Vacation: You will be entitled to five weeks of paid time-off (PTO) per year, in accordance with the Company's PTO policy.

Severance/Change in Control: Your employment will be at-will, meaning you or the Company may terminate the employment relationship at any time for any reason.

Termination With Cause. The Company may terminate your employment for "Cause" at any time. "Cause" means any of the following events: (i) your conviction of any felony or crime involving moral turpitude or dishonesty; or any felony or crime against the Company; (ii) your participation in any fraud or fraudulent act against the Company that has caused or is reasonably expected to result in material injury to the Company; (iii) your willful misconduct in the course of your employment or service that has, or could be reasonably expected to result in, material injury to the reputation or business of the Company; (iv) your violation of any of the Company's policies that causes harm, including, but not limited to, policies regarding sexual harassment, insider trading, confidentiality, non-disclosure, non-competition, non-disparagement, substance abuse and conflicts of interest and any other written policy of the Company; or (v) your willful or material breach of your duties. In the event of a termination for Cause, you shall not be entitled to any further compensation, including any severance benefit discussed in this Agreement, other than your earned but unpaid base salary and any earned but unpaid incentive compensation up to the effective date of termination of employment with the Company.

Termination Without Cause. During the first two years of your employment, if you are terminated by the Company for reasons other than Cause (as defined above) or the result of your death or disability, or if you terminate your employment for Good Reason¹, within thirty (30) days the Company will pay you an amount equal to (i) twelve months of your base salary at the rate in effect on your termination date less applicable taxes and deductions required by law.

Expenses: The Company will reimburse you for all reasonable business expenses incurred by you in the performance of your duties hereunder in accordance with the Company's policies as in effect from time to time.

Company Policies: You will be subject to the Company's policies and procedures, including the protection of confidential information and intellectual property and potential conflicts of interest, in each case as amended by the Company from time to time.

Background Check: Employment with Shimmick is contingent upon satisfactory completion of a background check, which includes a review of criminal records, employment, education, references, and credit checks when required. Once you accept the offer of employment, the background check will be initiated, and you will be contacted via email by Shimmick's vendor. However, until you receive

¹ For purposes of this Agreement, "Good Reason" means (i) a material reduction by the Company of your authority, duties or responsibilities, (ii) a material reduction by the Company of your annual salary, annual or long-term incentive opportunities; provided, however, that no event shall constitute Good Reason unless (A) you have provided written notice to the Company of the event within thirty (30) days of its initial occurrence, (B) the Company has failed to cure such event within thirty (30) days after receipt of such notice, and (C) you terminate your employment within sixty (60) days following the expiration of such cure period.

confirmation from Shimmick that you have successfully completed the background check process, you should not make any plans in reliance on this offer of employment.

Drug & Alcohol Testing Program: Employment will be contingent on your successful completion of a pre-employment drug screening, either prior to your start date or on the first day.

Counterparts: This offer letter may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original but all such counterparts together will constitute one and the same instrument. Each counterpart may consist of two copies hereof each signed by one of the parties hereto.

By accepting this offer, you represent that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities, such as non-competition, non-solicitation or other work-related restrictions imposed by a current or former employer. You also represent that you will inform the Company about any such restrictions and provide the Company with as much information about them as possible, including any agreements between you and your current or former employer describing such restrictions on your activities. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer, nor will you use or disclose any such confidential information during the course and scope of your employment with the Company.

If you accept this offer of employment, you will receive an email from Human Resources with a link to the candidate portal electronic I-9 system and login instructions. Section 1 of the electronic Form I-9 must be completed on or before the first day of employment. The law prohibits the Company from starting or continuing the employment of an individual who has not provided the required documents within the relevant time period.

Please carefully review the terms of this letter before signing and returning it to the Company. Should you have questions concerning any of the information provided in this letter, or with regard to other provisions concerning your employment, please do not hesitate to contact me.

Yours sincerely,

Ural Yal
Chief Executive Officer

Agreed and Accepted by:

Sarah Tacker

Date

ADDENDUM TO OFFER LETTER EMPLOYMENT TERMS AND CONDITIONS

The following are material terms and conditions of your employment with Shimmick:

Shimmick Code of Conduct – You are required to review the Shimmick Code of Conduct and confirm your acknowledgement of receipt and adherence to these policies as part of Shimmick's Ethics and Compliance Program and as a condition of employment. If you accept our offer, these policies will be included in your new hire package.

Academic and License Credentials – Very often our clients and government agencies require that we provide them with certification of the credentials of our employees. To comply with these requirements, we may ask that you provide us with copies of your degree or transcripts from the highest degree or grade level attained and any professional certifications or licenses you may have. By accepting employment with Shimmick, you acknowledge and consent to Shimmick's disclosure of your academic and professional credentials to others in the company as well as to clients.

Employment Eligibility – You will need to provide us with documentation, or documents, that establish your identity and employment eligibility, as required by the Immigration Reform and Control Act of 1986, Public Law 99-603. A comprehensive list of acceptable documents will be provided to you in your new hire package.

Prior Agreements – You acknowledge and represent that you do not have any legal or contractual obligations with a current or previous employer that may preclude or impose restrictions on your employment with Shimmick. This includes any public entity or government agency that may preclude your prospective engagement with Shimmick.

Confidentiality – By accepting Shimmick's offer of employment, you agree to be bound by the following confidentiality agreement:

1. Confidential Information shall mean all confidential, proprietary or otherwise non-public information concerning Shimmick and its parent, subsidiary and other affiliated companies, which may include, without limitation, intellectual property, trade secrets, strategic and development plans; financial information and records; business plans; co-developer identities; data; business records; customer lists and collected customer information; project records; market reports; employee lists; and business manuals, policies, and procedures; information relating to processes, technologies, or theory; and all other non-public information made available to you during the course of employment.
 2. Non-Disclosure Obligations – You promise and agree to receive and hold the Confidential Information in confidence both during and subsequent to your employment with Shimmick and its parent, subsidiary or other affiliated companies. Without limiting the generality of the foregoing, you further promise and agree:
 - o to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure.
 - o not to use any of the Confidential Information except for Company business purposes.
 - o not to, directly or indirectly, reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized by the Company in accordance with this Confidentiality Agreement.
 - o not to use any Confidential Information to unfairly compete or obtain an unfair advantage against the Company in any commercial activity, which may be comparable to the Company's actual or anticipated business, research or development.
 - o to restrict access to the Confidential Information to those Company officers, directors, employees and consultants who clearly need such access to carry out the Company's business activities.
 - o to advise each of the persons to whom Employee provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use,
-

- o publishing or
 - o otherwise disclosing to others or permitting others to use for their benefit or to the detriment of the Company, any of the Confidential Information, and, upon request of the Company, to provide the Company with a copy of a written agreement to that effect signed by such persons.
 - o to comply with any other reasonable security measures requested by the Company.
3. Exceptions – The confidentiality obligations hereunder shall not apply to Confidential Information which (a) is, or later becomes, public knowledge other than by a breach of the provisions of this Agreement; (b) was lawfully in your possession prior to your employment with Shimmick, as evidenced by written records; or (c) is independently received by you from a third party who is lawfully in possession of such information and who has no restrictions on disclosure.
 4. Return of Confidential Information – You agree, upon termination of the employment relationship or upon the written request of the Company, whichever is earlier, to promptly deliver to the Company all records, notes, and other written, printed, or tangible materials whether generated by you or others in your possession, including all copies thereof, pertaining to the Confidential Information.

No Solicitation of Clients – You agree that during the term of your employment and for one (1) year following the termination of employment with Shimmick or its parent, subsidiary or other affiliated companies, you will not directly or indirectly seek or solicit patronage from any client/customer or sales prospect of Company using Confidential Information of Company.

Clawback of Incentive Compensation – Notwithstanding any other provision in this agreement, any incentive-based compensation including but not limited to bonuses or other form of performance-based compensation, paid to you under this agreement or any other plan, shall be subject to forfeiture, recovery, or reimbursement to the Company (subject to applicable law) in the event of:

1. Restatement of Financial Results – If the Company is required to restate its financial results due to material non-compliance with any financial reporting requirements under the securities laws, as a result of your misconduct, the Company may recover any incentive-based compensation that was erroneously awarded or paid to you during the three-year period preceding the restatement. Incentive-based compensation shall be considered “erroneously awarded” if the amount of such received incentive-based compensation exceeds the amount of incentive-based compensation that would have been received by you had it been determined based on the restated financial results (with such incentive-based compensation computed in each case without regard to any taxes paid).
2. Fraud or Misconduct – If the Company determines that you have engaged in fraudulent or willful misconduct, including violations of Company policies or applicable laws, or if your actions have caused significant financial or reputational harm to the Company, any incentive-based compensation that was granted or paid to you may be subject to recovery, forfeiture, or reimbursement.
3. Non-Compliance with Company Policies – Any violation by you of Company’s policies, including the Code of Conduct or Ethics policies, that results in material negative impact on the Company’s financial performance or reputation may lead to the forfeiture or recovery of incentive-based compensation.

This clawback provision is intended to comply with the Company’s Clawback Policy and the applicable provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Sarbanes-Oxley Act, and any applicable regulations, rules, or guidance issued by the U.S. Securities and Exchange Commission (SEC) or any applicable stock exchange listing standards. This clause shall apply to all compensation awarded, granted, or paid to you, including both current and deferred compensation, whether payable in cash or other forms.

The Company reserves the right to modify this clawback clause to ensure compliance with applicable laws and regulations.

Other Employment – You agree that during the period of your employment by Shimmick or its parent, subsidiary or other affiliated companies, you will not, without the Company's express written consent, engage in any employment or business activity, which is competitive with, or would otherwise conflict with, your employment by Shimmick or its parent or affiliated companies.

Confidentiality Obligation to Third Parties – You represent that your performance of your duties as an employee of Shimmick or its parent, subsidiary or other affiliated companies does not and will not breach any agreement or responsibility that you currently have to keep in confidence information acquired by you in trust prior to your employment by Shimmick or its parent, subsidiary or other affiliated companies. You

will not disclose confidential or inside information that you possess or may obtain from your former employer such as source selection information, contractor bid or proposal information. You have not entered into, and agree not enter into, any agreement either written or oral in conflict with the terms of this Agreement.

Other Post-Employment Obligations – In the event you leave the employ of Shimmick or its parent, subsidiary or other affiliated companies, you shall notify your new employer of your confidentiality and non-solicitation obligations under this Agreement and hereby consent to Company also providing such notification to any prospective employer.

Arbitration of Disputes – You and the Company knowingly agree to use a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both you and the Company, both the Company and you agree that any claim, dispute, and/or controversy that either you or the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) may have against the other which would otherwise require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with you seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec. 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Additionally, nothing herein shall prevent you from filing and pursuing administrative proceedings only before the California Department of Fair Employment and Housing, or the

U.S. Equal Opportunity Commission. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator.

At the beginning of any arbitration process under this agreement, you and the Company will need to select an arbitrator by mutual agreement. In addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion.

Shimmick Corporation Appoints Sarah Tacker as Executive Vice President and Chief Operating Officer

Irvine, Calif., April 28, 2026 – Shimmick Corporation (“Shimmick”) (Nasdaq: SHIM), a national leader in complex infrastructure solutions, today announced the appointment of Sarah Tacker as Executive Vice President and Chief Operating Officer effective April 28, 2026.

In this role, Ms. Tacker will oversee Shimmick’s operational functions and will be responsible for strengthening execution, improving processes and supporting consistent performance as Shimmick continues to scale. Ms. Tacker will report to Ural Yal, Chief Executive Officer.

“Sarah is a proven, execution-focused operator with 27 years of experience in the construction industry with a background in managing large teams and strategic growth, and we are extremely excited to welcome her to the Shimmick team,” said Ural Yal, Chief Executive Officer of Shimmick Corporation. “We are confident that Sarah’s experience leading multi-faceted infrastructure programs will be a significant asset to Shimmick as we advance our strategic priorities. Her leadership and deep operational and management expertise will be critical to driving improved execution as Shimmick continues its next phase of growth.

Ms. Tacker is joining Shimmick from FlatironDragados, where she most recently served as Vice President, District Manager leading Northern California operations including business strategy, pursuit leadership, financial performance, client relationships, and workforce development.

The appointment supports Shimmick’s focus on advancing our strategic objectives through operational excellence.

About Shimmick

Shimmick Corporation (NASDAQ: SHIM) is an industry leader in delivering turnkey infrastructure solutions that strengthen critical markets across water, energy, climate resilience, and sustainable transportation. We integrate technical excellence with collaborative project delivery methods to provide innovative, technology-driven infrastructure solutions that accelerate economic growth and empower communities nationwide. With a track record spanning over a century, Shimmick, headquartered in California, unites a deep engineering heritage with an entrepreneurial spirit to tackle today's most complex infrastructure challenges. For more information, visit www.shimmick.com.

Forward-Looking Statements

This release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements are often characterized by the use of words such as "may," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other similar words. Forward-looking statements are only predictions based on our current expectations and our projections about future events, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances, including, but not limited to, unanticipated events, after the date on which such statement is made, unless otherwise required by law. Forward-looking statements contained in this release include, but are not limited to, statements about: expected future financial performance (including the assumptions related thereto), including our revenue, net loss, backlog and Adjusted EBITDA; our growth prospects, including with respect to new awards, certain geographies and our electrical business; our expectations regarding profitability; our strategic transformation towards becoming more capital-efficient business; our market relationships and reputation; our core capabilities and skillset; the risk profile of our project portfolio; and our capital plans and expectations related thereto. These statements involve risks and uncertainties, and actual results may differ materially from any future results expressed or implied by the forward-looking statements. Forward-looking statements are only predictions based on our current expectations and our projections about future events, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances, including, but not limited to, unanticipated events, after the date on which such statement is made, unless otherwise required by law.

We wish to caution readers that, although we believe any forward-looking statements are based on reasonable assumptions, certain important factors may have affected and could in the future affect our actual financial results and could cause our actual financial results for subsequent periods to differ materially from those expressed in any forward-looking statement made by or on our behalf, including, but not limited to, the following: our ability to accurately estimate risks, requirements or costs when we bid on or negotiate a contract; the impact of our fixed-price contracts; qualifying as an eligible bidder for contracts; the availability of qualified personnel, joint venture partners and subcontractors; inability to attract and retain qualified managers and skilled employees and the impact of loss of key management; higher costs to lease, acquire and maintain equipment necessary for our operations or a decline in the market value of owned equipment; subcontractors failing to satisfy their obligations to us or other parties or any inability to maintain subcontractor relationships; marketplace competition; our inability to obtain bonding; our limited operating history as an independent company following our separation from AECOM, our prior owner, our relationship and transactions with our prior owner; our prior owner defaulting on its contractual obligations to us or under agreements in which we are beneficiary; our limited number of customers; any inability to successfully expand our business into new markets or geographies; dependence on

subcontractors and suppliers of materials; any inability to secure sufficient aggregates; an inability to complete a merger or acquisition or to integrate an acquired company's business; adjustments in our contract backlog; accounting for our revenue and costs involves significant estimates, as does our use of the input method of revenue recognition based on costs incurred relative to total expected costs; material impairments; any failure to comply with covenants under any current indebtedness, and future indebtedness we may incur; the adequacy of sources of liquidity; the outcome of any legal or regulatory proceedings to which we are, or may become, a party; cybersecurity attacks against, disruptions, failures or security breaches of, our information technology systems; seasonality of our business; pandemics and public health emergencies; commodity products price fluctuations, inflation (and actions taken by monetary authorities in response to inflation) and/or elevated interest rates; climate change; deterioration of the U.S. economy; changes in state and federal laws, regulations or policies under the current presidential administration, including changes in trade policies and regulations, including increases or changes in duties, current and potentially new tariffs or quotas and other similar measures, as well as the impact of retaliatory tariffs and other actions, changes to tax legislation, including the passage of the One Big Beautiful Bill Act, potential changes to the amounts provided for under the Infrastructure Investment and Jobs Act, changes to immigration laws, as well as other legislation and executive orders related to governmental spending, and geopolitical risks, including those related to the war between Russia and Ukraine and hostilities in the Middle East; and other risks detailed in our filings with the Securities and Exchange Commission, including the "Risk Factors" section in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026 and those described from time to time in our future reports with the SEC.

Investor Relations Contact

1-949-704-2350

IR@shimmick.com
