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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JEREMY TABER, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

PCL INDUSTRIAL SERVICES, INC., a
Colorado corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. BCV-20-101382 DRL
Assigned for All Purposes to:
David R. Lampe / Dept. 11

PAGA SETTLEMENT AGREEMENT

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1 9. “Maximum Settlement Amount” means the maximum settlement amount of One
2 Million One Hundred Twenty Five Thousand Dollars (\$1,125,000) to be paid by Defendant in full
3 satisfaction of all Settled Claims arising from the Action. The Maximum Settlement Amount comprises
4 (i) Attorneys’ Fees and Costs; (ii) Plaintiff’s Service Award, (iii) Settlement Administrator Costs, and
5 (iv) the PAGA Penalties Fund. In no event shall Defendant pay more than the Maximum Settlement
6 Amount, except where the Escalator Provision (discussed in Paragraph 21) is triggered.

7 10. “PAGA Penalties Fund” means the Maximum Settlement Amount less (i) Attorneys’
8 Fees and Costs, (ii) Plaintiff’s Service Award, and (iii) Settlement Administrator Costs. Seventy-Five
9 Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five
10 Percent (25%) will be paid to all Aggrieved Employees according to the formula set forth herein.

11 11. “Parties” means Plaintiff and Defendant.

12 12. “Plaintiff” means Plaintiff Jeremy Taber.

13 13. “Plaintiff’s Counsel” means Capstone Law APC.

14 14. “Released Parties” means Defendant and all of Defendant’s past, present, and future
15 parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, insurers, re-
16 insurers, assigns, consultants, subcontractors, and their employee benefit plans, and the trustees,
17 fiduciaries, and administrators of those plans, and any of their respective current or former stockholders,
18 owners, officers, directors, partners, servants, agents, employees, independent contractors,
19 representatives, attorneys, and each of them, and any individual or entity which could be jointly liable
20 with Defendant.

21 15. “Service Award” means an award of up to Ten Thousand Dollars (\$10,000), subject to
22 Court approval, to be paid to Plaintiff from the Maximum Settlement Amount as payment for his service
23 on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of
24 his employment with Defendant.

25 16. “Settled Claims” means any and all civil penalties under the Private Attorneys General
26 Act (“PAGA”) based on any act, omission, event, occurrence alleged in, reasonably related to,
27 reasonably arising from, or reasonably could have been alleged based on the facts asserted in the
28 operative Complaint and/or any letter provided by the Plaintiff to the LWDA against Defendant (the

“Complaint”), including, but not limited to, penalties under California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 221, 222.5, 223, 224, 225.5, 226(a), 226.3, 226.7, 256, 510, 512(a), 516, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, 6403, and the corresponding sections of the IWC Wage Order No. 16, and all penalties based on the foregoing under PAGA (Labor Code §§ 2698-2699.5), during the Settlement Period.

17. “Settlement Administrator” means CPT Group, Inc., a third-party settlement administrator mutually agreed-upon by the Parties.

18. “Settlement Administrator Costs” means an award expected not to exceed Ten Thousand Dollars (\$10,000), subject to Court approval, to be paid to the Settlement Administrator in connection with administering the terms of the Settlement as set forth herein. Settlement Administrator Costs shall be deducted from the Maximum Settlement Amount.

19. “Settlement Period” means March 26, 2019 through September 10, 2021.

TERMS

20. Maximum Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay a maximum amount of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000) (“Maximum Settlement Amount”) to settle the Action and the Settled Claims. In no event shall Defendant pay more than the Maximum Settlement Amount, except where the Escalator Provision (discussed in Paragraph 21) is triggered. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

21. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims alleged to have been violated in the Action with respect to Aggrieved Employees during the Settlement Period. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

21(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the

Settlement Period.

21(b) To determine each individual Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Individual Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

21(c) Defendant represents that from March 26, 2019 through August 26, 2021, Aggrieved Employees worked during a total of 62,673 Pay Periods. If the number of Pay Periods worked during the period from March 26, 2019 through August 31, 2021 ("Escalator Period") is greater than 68,940, then Defendant will proportionally increase the Maximum Settlement Amount according to the following formula: Proportionally Increased Maximum Settlement Amount = [Total Pay Periods from March 26, 2019 through August 26, 2021 ÷ 68,940] × \$1,125,000.

22. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, and all out-of-pocket costs incurred and to be incurred by Plaintiff's Counsel in the Action, including but not limited to expert/consultant fees, investigation expenses, and costs associated with documenting the Settlement, the Parties agree that Defendant will pay Plaintiff's Counsel a total of up to Three Hundred Seventy Five Thousand Dollars (\$375,000) in attorneys' fees and Fifteen Thousand Dollars (\$15,000) in litigation costs and expenses ("Attorneys' Fees and Costs"), subject to Court approval. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund. The award of Attorneys' Fees and Costs shall be deducted from the Maximum Settlement Amount.

23. Service Award. For a general release of all claims Plaintiff may have against Defendant arising out of his employment, and for his service on behalf of the LWDA and Aggrieved Employees, Defendant agrees to pay Plaintiff the sum of up to Ten Thousand Dollars (\$10,000), subject to Court approval ("Service Award"). Any portion of the proposed Service Award not awarded to Plaintiff will be

1 added to the PAGA Penalties Fund. Plaintiff's Service Award shall be deducted from the Maximum
2 Settlement Amount.

3 24. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
4 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
5 responsible for, inter alia: (i) running searches for updated addresses for Aggrieved Employees, (ii)
6 establishing a qualified settlement fund ("QSF"), (iii) calculating and issuing payments and appropriate
7 tax forms to Aggrieved Employees, the LWDA, Plaintiff, Plaintiff's Counsel, and itself, and (iv)
8 performing such other duties as the Parties may direct. The Settlement Administration Costs will be paid
9 from the Maximum Settlement Amount. Based on the estimate that there are approximately 1,010
10 Aggrieved Employees, Settlement Administration Costs are estimated not to exceed Ten Thousand
11 Dollars (\$10,000).

12 25. Court Approval of the Settlement. Plaintiff's Counsel will present this Settlement
13 Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and
14 judgment approving and incorporating by reference the terms and conditions of the Settlement
15 Agreement (the "Order and Judgment"). Plaintiff's counsel shall submit a copy of the Order and
16 Judgment to the LWDA within ten (10) days after receipt in accordance with California Labor Code
17 section 2699(l)(3).

18 26. List of Aggrieved Employees. Within fourteen (14) calendar days after receipt of the
19 Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all
20 Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in
21 Microsoft Office Excel and will include each Aggrieved Employee's full name; most recent mailing
22 address and telephone number (if known); Social Security number; the respective number of pay periods
23 during which each Aggrieved Employee worked during the Settlement Period; and any other relevant
24 information needed to calculate settlement payments.

25 27. Funding of the Settlement and Distribution of Settlement Payments. Within fourteen
26 (14) calendar days after the Effective Date, Defendant will deposit the Maximum Settlement Amount
27 into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the
28 funding of the Settlement, the Settlement Administrator will calculate and issue payments to: (a)

1 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's
2 Counsel; and (e) itself. Other than depositing the Maximum Settlement Amount into the QSF, Defendant
3 shall have no responsibility for calculating or issuing any payments made pursuant to this Settlement
4 Agreement. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all
5 payments issued under this Settlement.

6 28. Settlement Payments to Aggrieved Employees. The Settlement Administrator will
7 calculate and issue each Aggrieved Employee one check for his or her share of the PAGA Penalties
8 Fund along with an explanatory letter which will be mutually approved by the Parties. Prior to mailing,
9 the Settlement Administrator will perform a search based on the National Change of Address Database
10 for information to update and correct for any known or identifiable address changes. Any checks
11 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular
12 First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
13 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
14 other search using the name, address, or Social Security number of the Aggrieved Employee involved,
15 and will then perform a single re-mailing. Checks will remain negotiable for 120 days. Those funds
16 represented by un-cashed checks which remain outstanding 120 days after the mailing of the Settlement
17 checks by the Settlement Administrator will be tendered to the LWDA. All settlement payments to
18 Aggrieved Employees will be treated as civil penalties and interest for which a 1099 will be issued. The
19 Parties understand that Plaintiff and the Aggrieved Employees who receive payment pursuant to this
20 Settlement shall be solely responsible for any and all other tax obligations associated with such payment.

21 29. Release of Claims by Plaintiff. Upon receipt of the Service Award, Plaintiff, for himself
22 and his heirs, family members, and representatives, shall fully release, acquit, and forever discharge
23 Defendant and the Released Parties from any and all actions, causes of action, grievances, obligations,
24 attorneys' fees, costs, expenses, damages, wages, losses, claims, liabilities, suits, debts, demands, and
25 benefits, of whatever character, in law or in equity, known or unknown, suspected or unsuspected,
26 matured or not matured, of any kind or nature whatsoever, based on any act, omission, event, occurrence,
27 fixed or contingent, which Plaintiff ever had, now has, or may claim to have against Defendant and the
28 Released Parties from the beginning of time to the date Plaintiff signs this Agreement, including, without

1 limiting the generality of the foregoing, any and all claims arising out of, connected with, or relating to:
2 (i) Plaintiff's employment with Defendant and the termination of that employment, (ii) any federal, state,
3 or local law prohibiting discrimination, harassment, or retaliation of any kind, whether such claim is
4 based upon an action filed by Plaintiff or by a governmental agency, (iii) any alleged violation of the
5 California Labor Code, applicable California Wage Order, California Civil Code, California Fair
6 Employment and Housing Act, California Family Rights Act, California Business and Professions Code,
7 Americans with Disabilities Act, Family and Medical Leave Act, and Consolidated Omnibus Budget
8 Reconciliation Act (COBRA), as amended, (iv) wrongful discharge, intentional or negligent infliction of
9 emotional distress, fraud, intentional or negligent misrepresentation, defamation, breach of any express
10 or implied employment contract or agreement, breach of the implied covenant of good faith and fair
11 dealing, or interference with prospective economic advantage or contractual relations, (v) any state,
12 federal, or local law or Wage Order regulating compensation, salaries, wages, hours, commissions,
13 overtime, monies, pay, allowances, bonuses, benefits, sick pay, severance pay, retention pay or benefits,
14 paid leave benefits, vacation pay, penalties, interest, or damages. The foregoing list is provided by way of
15 example only and is not intended to be an exhaustive list of Plaintiff's released claims. However, the
16 foregoing does not purport to release any claims that may not be released as a matter of law. Plaintiff's
17 release is for any and all relief, no matter how denominated, including, but not limited to, statutory and
18 civil penalties, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
19 liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs.
20 Specifically, Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil
21 Code Section 1542, which provides:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
23 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
24 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
25 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
26 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

27 30. Release of Settled Claims by Aggrieved Employees. It is the desire of the Parties and the
28 Aggrieved Employees to fully, finally, and forever settle, compromise, and discharge the Settled Claims.

1 Upon entry of the Order and Judgment, all Aggrieved Employees (including Plaintiff) and all persons
2 purporting to act on their behalf or purporting to assert a claim under or through any of them, including,
3 but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors,
4 administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-
5 interest will be forever barred from pursuing against Defendant and the Released Parties any and all
6 Settled Claims during the Settlement Period. Aggrieved Employees other than Plaintiff will not be
7 deemed to have released any individual wage and hour claims by virtue of this Settlement.

8 31. Publicity. The Parties and their counsel agree that they will not issue any press releases,
9 initiate any contact with the press, respond to any press inquiry, or have any communication with the
10 press about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
11 that they will not engage in any advertising or distribute any marketing materials relating to the
12 Settlement of the Action, including but not limited to any postings on any websites maintained by
13 Plaintiff's Counsel. Any communication about the Settlement to Aggrieved Employees prior to the
14 Effective Date will be limited to a statement that a settlement has been reached and the details will be
15 communicated in a forthcoming Court-approved notice. However, nothing herein shall prevent the
16 Parties from informing counsel purporting to represent Aggrieved Employees that the Action has been
17 resolved subject to the approval by the Court and will settle the Settled Claims.

18 32. No Right to Exclusion or Objections by Representative Action Members. Because this
19 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
20 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
21 Aggrieved Employee (including Plaintiff) has the right to exclude himself or herself from the Settlement.
22 Aggrieved Employees (including Plaintiff) will be bound by the terms of the Settlement Agreement,
23 upon its approval by the Court, regardless of whether he or she cashes any payment received as a result
24 of this Settlement. The Parties also agree that no Aggrieved Employee (including Plaintiff) has the right
25 to object to the terms of the Settlement Agreement. Likewise, Defendant agrees to be bound by the terms
26 of this Settlement and not object to any of the terms of this Agreement.

27 33. No Credit Toward Benefit Plans. Payments to Plaintiff and the Aggrieved Employees as
28 referenced herein will not be considered "compensation" and will not be utilized to calculate any

1 additional benefits under any benefit plans to which Plaintiff or any Aggrieved Employee may be
2 eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
3 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
4 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
5 Plaintiff or any Aggrieved Employee may be entitled under any benefit plans.

6 34. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that (1)
7 no provision of this Agreement, and no written communication or disclosure between or among the
8 Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication
9 or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
10 States Treasury Department Circular (31 CFR PART 10, as amended); (2) Each Party has relied
11 exclusively upon the Party's own independent legal and tax advisors for advice (including tax advice) in
12 connection with this Agreement; (3) No Party has entered into this Agreement based upon the
13 recommendation of any other Party or any attorney to advisor to any other Party; (4) No Party is entitled
14 to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any
15 tax penalty that may be imposed on the Party; and (5) no attorney or advisor to any other Party has
16 imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies
17 upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Agreement.

19 35. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
22 action, or right herein released and discharged.

23 36. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
24 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
25 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
26 and the Parties will be returned to their original respective positions.

27 37. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
28 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement

of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

38. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

39. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

40. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

41. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

42. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

43. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

44. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that

1 they are each represented by competent counsel and that they have had an opportunity to consult with
2 their counsel regarding the fairness and reasonableness of this Settlement.

3 45. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
6 valid and enforceable.

7 46. Captions. The captions and section numbers in this Settlement Agreement are inserted
8 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
9 provisions of this Settlement Agreement.

10 47. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
11 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
12 constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

13 48. Enforcement Action. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
15 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
16 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
17 expert witness fees incurred in connection with any enforcement actions.

18 49. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for
21 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
22 all Parties have contributed to the preparation of this Settlement Agreement.

23 50. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full.

27 51. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

Settlement Agreement.

52. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

53. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or any of the Released Parties. Defendant has denied and continues to deny all allegations of wrongdoing, claims of liability, and contentions alleged by Plaintiff in the Action. Nonetheless, Defendant has concluded that in order to dispose of burdensome and protracted litigation, it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

Dated: 1/15/2022

PLAINTIFF

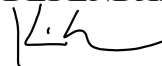
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Jeremy Taber

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DEFENDANT

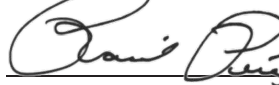


Dated: Jan 13, 2022

Kirby Evenson
For PCL Industrial Services, Inc.

APPROVED AS TO FORM

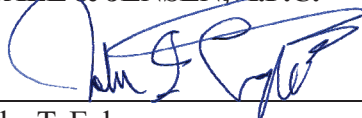
CAPSTONE LAW APC



Dated: January 15, 2022

Raul Perez
Attorneys for Plaintiff Jeremy Taber

CALL & JENSEN, A.P.C.



Dated: January 13, 2022

By: _____
John T. Egley
Attorneys for Defendant PCL Industrial Services, Inc.