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Homer Daniel and Charles Stucker
6 And the State of California Pursuant to PAGA

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12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

16 HOMER DANIEL and CHARLES STUCKER,
17 individually and on behalf of all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 ATLAS FIELD SERVICES, LLC, a Texas
22 Limited Liability Company; CRAIG TAYLOR,
an individual, and DOES 1-20,

23 Defendants.
24
25

Case No. 3:20-cv-04415-WHA

**STIPULATION OF SETTLEMENT AND
RELEASE OF CLAIMS**

26 **STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS**

27 IT IS HEREBY STIPULATED, by Plaintiff HOMER DANIEL, on behalf of himself and
28 as a representative of the State of California under the Private Attorney General Act ("PAGA),

1 and Defendants ATLAS FIELD SERVICES, LLC (“Atlas”) and CRAIG TAYLOR (“Mr.
2 Taylor”) (collectively “Defendants”), subject to the approval of the Court, that the Action be
3 deemed and ordered settled and compromised, binding on plaintiff and the PAGA members
4 pursuant to the terms and conditions set forth in this Stipulation of Settlement and Release of
5 Claims (“Agreement”), including all definitions, recitals, terms and conditions set forth herein,
6 which by this reference become an integral part of this Agreement.

7 DEFINITIONS

8 1. “Action” means *Homer Daniel, an individual and on behalf of himself and all*
9 *others similarly situated and aggrieved, v. Atlas Field Services, LLC, and Craig Taylor*, Northern
10 District of California Case No. 3:20-cv-04415-WHA.

11 2. “Class Counsel” means Stan Mallison and Hector Martinez of Mallison and
12 Martinez.

13 3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
14 resolution of this Action, and actual expenses and costs incurred in connection with the Action.

15 4. “Class Information” means information regarding PAGA Class Members that
16 Defendant Atlas will in good faith compile from its records and provide to the Settlement
17 Administrator. It shall be formatted as a Microsoft Excel spreadsheet within seven (7) days after
18 approval and/or preliminary approval of this Settlement, and shall include: each PAGA Class
19 Member’s full name; last known address; last known home telephone number; Social Security
20 Number; start date of employment; end date of employment; and the number of Total Weeks
21 Worked by the PAGA Class Member as a non-exempt employee for Defendants during the Class
22 Period (“Total Weeks Worked”).

23 5. “Released Claims” means that Plaintiff, the State of California, and the PAGA
24 Class will release Defendants, and all of its parents, subsidiaries, affiliates, shareholders, agents,
25 employees (current and former), officers, directors, insurers, attorneys, predecessors, successors,
26 and assigns, including Defendants’ respective pension, profit sharing, savings, health, and other
27 employee benefit plans of any nature, from all claims rights, demands, liabilities, and causes of
28 action, whether statutory, in tort, contract, or otherwise, alleged in the LWDA Letter and/or the

pleadings filed by Plaintiff, or that could have been alleged based on the facts alleged or asserted in the LWDA Letter and/or pleadings filed by Plaintiff in the Action, which in any manner arose during the period from July 1, 2019 through the date of the Court issues an Order confirming this settlement, including, but in no manner limited to, claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, unreimbursed business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* Class Release also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the PAGA Class.

6. "Court" means the U.S. District Court for the Northern District of California.

7. "Defendants" means Atlas and Mr. Taylor

8. "Defense Counsel" means Freeman, Mathis & Gary, LLP

9. "Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 30 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. Defendants shall deposit the Gross Settlement Amount within fourteen (14) days of the Effective Date.

1 10. “Gross Settlement Amount” means Twenty-Five Thousand, Five Hundred Dollars
2 (\$25,500.).

3 11. “PAGA Settlement” means \$17,500 of the Gross Settlement Amount which is
4 designated to the settlement of the PAGA claim.

5 12. “Plaintiff Settlement” means the \$8,000 of the Gross Settlement Amount which is
6 designated to Plaintiff for his individual claims.

7 13. “Individual Settlement Payment” means the amount payable to the PAGA Class,
8 representing 25% of the PAGA Settlement remaining after the deduction of the amounts of the
9 Class Counsel Award and Settlement Administrator fee from the PAGA Settlement, as approved
10 by the Court.

11 14. “LWDA Letter” is the letter dated July 1, 2020, that Plaintiff caused to be
12 submitted to Defendants and the California Labor & Workforce Development Agency pursuant to
13 the Private Attorneys General Act of 2004.

14 15. “PAGA Class” means all non-exempt California based employees of Atlas Field
15 Services, LLC throughout California during the period of July 1, 2019, one year prior to the date
16 Plaintiff submitted the LWDA Letter, through the date the Court approves this settlement.

17 16. “PAGA Payment” means a payment to the Labor and Workforce Development
18 Agency of Seventy-Five percent (75%) of the PAGA Settlement remaining after deduction of the
19 Class Counsel Award and Settlement Administrator fee, as approved by the Court. The PAGA
20 Payment is allocated to resolve the PAGA claims on behalf of the State of California and the
21 PAGA Class in exchange for the release of claims under the Private Attorneys General Act.

22 17. “PAGA Period” means the period from July 1, 2019 through the date the Court
23 approves this settlement.

24 18. “PAGA Release” means that each PAGA Member, and Plaintiff on behalf of
25 himself and the State of California, will release Defendant, and all of its parents, subsidiaries,
26 affiliates, shareholders, agents, predecessors, successors, and assigns, including Defendants’
27 respective pension, profit sharing, savings, health, and other employee benefit plans of any nature,
28 from all claims for PAGA and California Labor Code section 558 penalties that arise out of or

1 relate to the factual allegations pled in the operative First Amended Complaint during the PAGA
2 period, including: failure to pay for all hours worked at contractual rates as required under
3 California Labor Code §§ 204, 218.5, 223 and 1194 and applicable IWC Wage Orders; Failure to
4 Pay Minimum Wage Laws as prescribed under California Labor Code §§ 1194, 1194.2, 510, and
5 1197 and applicable IWC Wage Orders; failure to pay overtime wages in violation of California
6 Labor Code §§ 510, 1194, 1194.2 and Wage Orders; failure to provide meal periods or
7 compensation in lieu thereof in violation of California Labor Code §§ 226.7, 512 and Wage Order
8 8; failure to provide proper timely paid rest periods or compensation in lieu thereof in violation of
9 California Labor Code §§ 226.7, 512 and Wage Orders 8; Failure to provide reimbursement for
10 necessary business expenditures in violation of California Labor Code § 2802; failure to timely
11 pay wages due at termination in violation of California Labor Code §§ 201, 202, and 203;
12 knowingly and intentional failure to comply with itemized employee wage statement provisions
13 in violation of Labor Code §§ 226, 1174, and 1175; violation of unfair competition law in
14 violation of California Business and Professional Code §§ 17200 et. seq. In light of the binding
15 nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46
16 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class Settlement shall
17 still receive their share of the Individual Settlement Payment.

18 19. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
19 either Plaintiff or Defendant.

20 20. “Payment Ratio” means each PAGA Class Member’s respective share of the
21 distribution of the Individual Settlement Payment.

22 21. “Plaintiff” and “Class Representative” means Homer Daniel

23 22. “Released Parties” means Defendants and all of their parents, subsidiaries,
24 affiliates, shareholders, predecessors, successors, and assigns, including Defendant’s respective
25 pension, profit sharing, savings, health, and other employee benefit plans of any nature, as well as
26 all agents, employees (current and former), officers, directors, insurers, and attorneys.

27 23. “Settlement” means the disposition of the Action pursuant to this Agreement.
28

24. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the PAGA Settlement for administration of this Settlement, subject to good faith quotes obtained by Class Counsel and subject to approval by the Court, with Class Counsel maintaining the obligation to ensure that the Settlement Administrator is paid all reasonable and necessary fees and costs for its services.

25. “Settlement Administrator” means Simpluris, Inc. or another administration company subject to quotes obtained by Class Counsel.

26. “Total Weeks Worked” means the total number of Workweeks worked by PAGA Class during the Class Period.

27. “Workweek” means any regular workweek in which the PAGA Class worked on one or more calendar days.

RECITALS

28. On July 1, 2020, Plaintiff filed a class and representative PAGA action against Defendants for various wage and hour violations. On May 6, 2021, the Court denied Plaintiff's Motion to extend the deadline to file a motion for class certification ***and*** ordered Plaintiff to "prosecute this action on an individual basis."

29. Over the Course of the past year, the Parties have conducted discovery and determined the PAGA Members, the PAGA Period, and the Released Claims.

30. On October 7, 2021, the Parties attended a Mandatory Settlement Conference with Magistrate Judge Joseph Spero on October 7, 2021. After extensive negotiations between the Parties orchestrated by Judge Spero, the parties were able to resolve the entire Action on a class basis, with such supervised negotiations addressing in great detail the strengths, weaknesses, and limitations of Plaintiff's claims and the Defendants' defenses, in reaching the arm's length and good faith settlement herein.

31. Given the fact that the negotiations were so exhaustive and took the entire Mandatory Settlement Conference, the parties reached a handshake agreement at the Mandatory Settlement Conference that the parties were to transcribe a written and formalized settlement agreement.

TERMS OF AGREEMENT

32. Release By All Class Members. As of the Effective Date, Plaintiff individually and on behalf of the State of California and on behalf of the PAGA Class, and on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release the Released Parties from the Released Claims as consideration for Atlas's payment of the Gross Settlement Amount.

33. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder.

34. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

35. Funding and Allocation of Gross Settlement Amount. Within fifteen (15) calendar days of the Effective Date, Defendants shall provide the Gross Settlement Amount to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement, and approved by the Court, for: (1) Individual Settlement Payments,

(2) Class Counsel Award, (3) PAGA Payment, and (4) the Settlement Administration Costs. Defendant Atlas's share of employer taxes on the wage portion of the Individual Settlement Payments will be paid in addition to the Gross Settlement Amount.

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the PAGA Settlement and shall be paid pursuant to the terms set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the respective PAGA Class member's last known mailing address within fourteen (14) calendar days after Defendants provides funds to the Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments will be allocated as 100% penalties. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.

i. Calculation of Individual Settlement Payments. Defendant Atlas will calculate the Total Weeks Worked by each PAGA Class member and provide that information to the Settlement Administrator. Each PAGA Class member's Payment Ratio will be determined by the Settlement Administrator.

b. Uncashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance, plus any accrued interest in the Settlement Administrator's qualified settlement fund that has not otherwise been distributed, will be disbursed in a manner to be determined by the Court.

c. No Class Representative Enhancement Award. Plaintiff's individual wage and hour claim has been settled for the sum of \$8,000, unique as to his circumstance. Plaintiff is waiving any Class Representative Enhancement Award.

d. Class Counsel Award. Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed One-

1 Third (1/3) of the Gross Settlement Amount. Defendants also agree not to oppose
2 any application or motion by Class Counsel for the reimbursement of reasonable
3 costs, subject to submission of records to the Court, associated with Class
4 Counsel's prosecution of this Action from the Gross Settlement Amount, and Class
5 Counsel agrees not to appeal any award of attorneys' fees or costs. Any portion of
6 the requested Class Counsel Award that is not awarded to Class Counsel shall be
7 part of the PAGA Settlement.

8 So long as there are no objections, Class Counsel shall be paid any Court-approved
9 fees and costs no later than five (5) calendar days after Defendants provide funds
10 to the Settlement Administrator for disbursement under this Agreement. Class
11 Counsel shall be solely and legally responsible to pay all applicable taxes on the
12 payment made pursuant to this paragraph. The Settlement Administrator shall
13 issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant
14 to this paragraph. This Settlement is not contingent upon the Court awarding Class
15 Counsel any particular amount in attorneys' fees and costs.

16 e. The Settlement Administrator shall make the PAGA Payment and the
17 Individual Settlement Payments within fourteen (14) calendar days after
18 Defendants provide the full Gross Settlement Amount to the Settlement
19 Administrator for disbursement under this Agreement.

20 f. Settlement Administration Costs. The Settlement Administrator shall be
21 paid for the costs of administration of the Settlement from the Gross Settlement
22 Amount. Class Counsel will obtain good-faith quotes for the cost of
23 administration and shall ensure that the Settlement Administrator is fully
24 compensated for all reasonable and necessary fees and costs. The Settlement
25 Administrator shall provide the Parties with a declaration to support the cost of
26 administration. The Settlement Administrator shall be paid the Settlement
27 Administration Costs no later than five (5) calendar days after Defendants provide
28 funds to the Settlement Administrator for disbursement under this Agreement. The

1 Settlement Administrator, on Defendants'' behalf, shall have the authority and
2 obligation to make payments, credits and disbursements, including in the manner
3 set forth herein, to PAGA Class Members and the Internal Revenue Service,
4 calculated in accordance with the methodology set out in this Agreement and
5 orders of the Court.

6 i. The Parties agree to cooperate in the Settlement Administration process
7 and to make all reasonable efforts to control and minimize the cost and
8 expenses incurred in administration of the Settlement. The Parties each
9 represent that they do not have any financial interest in the Settlement
10 Administrator or otherwise have a relationship with the Settlement
11 Administrator that could create a conflict of interest.

12 ii. The Settlement Administrator shall be responsible for: processing and
13 mailing payments and associated tax forms to the Plaintiff, Class Counsel,
14 PAGA Class members, the Internal Revenue Service, the California Labor
15 and Workforce Development Agency, California State Treasury, and the
16 Unclaimed Property Division of the California State Controller Office;
17 completing all tax reporting, withholdings, and payments to the Internal
18 Revenue Service; providing declaration(s) and reports as necessary in
19 support of preliminary and final approval of this Settlement and upon
20 completion of this settlement; and other tasks as the Parties mutually agree
21 or the Court orders the Settlement Administrator to perform both before
22 and after distribution of the Gross Settlement Amount. The Settlement
23 Administrator shall keep the Parties timely apprised of the performance of
24 all Settlement Administrator responsibilities.

25 g. No person shall have any claim against Defendants, Defense Counsel,
26 Plaintiff, PAGA Class Members, Class Counsel or the Settlement Administrator
27 based on distributions and payments made in accordance with this Agreement.
28

1 36. Declarations by Settlement Administrator. The Settlement Administrator shall
2 submit a declaration in support of Plaintiff's Motion for Approval of this Settlement detailing its
3 qualifications, experience, and estimated costs for administration of this Settlement. The
4 Settlement Administrator shall thereafter submit sworn Declarations as to its compliance with this
5 Agreement and the Court Order for approval.

6 37. Final Settlement Approval Hearing and Entry of Final Judgment. A Final
7 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
8 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii)
9 Individual Settlement Payments, (iv) the Settlement Administration Cost, and (v) the PAGA
10 Payment.

11 38. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
12 an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the
13 Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the
14 Settlement does not become final for any other reason, except the scenario in which Defendants
15 exercise their right to terminate the Settlement based on receipt of the requisite number of
16 workweeks associated with valid Requests for Exclusion, this Settlement Agreement shall be null
17 and void and any order or judgment entered by the Court in furtherance of this Settlement shall be
18 treated as void from the beginning. In such case, Defendants shall not make any payment under
19 this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
20 executed, except that any fees already incurred by the Settlement Administrator shall be paid by
21 the Parties, which shall be allocated fifty percent (50%) to Plaintiff and fifty percent (50%) to
22 Defendants.

23 39. No Effect on Employee Benefits. Amounts paid to Plaintiff or other PAGA Class
24 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
25 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
26 vacations, holiday pay, retirement plans, worker's compensation, unemployment insurance, etc.)
27 of the Plaintiff or PAGA Class Members.

1 40. Publicity. The Parties and their counsel agree that they will not speak or
2 correspond with the media regarding or publish on any social media platform, internet site, or
3 mobile application any information about the fact, amount, or terms of the settlement. If counsel
4 for either party receives an inquiry about the settlement from the media or other attorneys, counsel
5 may respond only after the motion for preliminary approval has been filed and only by confirming
6 the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from
7 making any required disclosure.

8 41. No Admission by Defendant. Defendants deny any and all claims alleged in this
9 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission of
10 any liability or wrongdoing by Defendants, and either of them, and it shall not be used against
11 Defendants as an admission with respect to any claim of fault, concession or omission by
12 Defendants.

13 42. Exhibits and Headings. The terms of this Agreement include the terms set forth in
14 the attached Exhibit A, which is incorporated by this reference as though fully set forth herein.
15 The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
16 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of
17 this Agreement are inserted for convenience of reference only.

18 43. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
19 Action, except such proceedings necessary to implement and complete the Settlement, pending
20 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

21 44. Amendment or Modification. This Agreement may be amended or modified only
22 by a written instrument signed by counsel for all Parties or their successors-in-interest.

23 45. Entire Agreement. This Agreement constitutes, including Exhibit A, the entire
24 Agreement among these Parties, and no oral or written representations, warranties or inducements
25 have been made to any Party concerning this Agreement or its exhibit other than the
26 representations, warranties and covenants contained and memorialized in the Agreement and its
27 exhibit.

1 46. Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant
2 and represent they are expressly authorized by the Party whom they each represent to negotiate
3 this Agreement and to take all appropriate actions required or permitted to be taken by such
4 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
5 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate
6 with each other and use their best efforts to effect the implementation of the Settlement. In the
7 event the Parties are unable to reach an agreement on the form or content of any document needed
8 to implement the Settlement, or on any supplemental provisions that may become necessary to
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
10 such disagreement. The person signing this Agreement on behalf of Defendants represents and
11 warrants that he/she is authorized to sign this Agreement on behalf of Defendants. The person
12 signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to
13 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this
14 Settlement to a third-party.

15 47. Binding on Successors and Assigns. This Agreement shall be binding upon, and
16 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 48. California Law Governs. All terms of this Agreement and the exhibit hereto shall
18 be governed by and interpreted according to the laws of the State of California.

19 49. Counterparts. This Agreement may be executed in one or more counterparts. All
20 executed counterparts together shall be deemed to be one and the same instrument.

21 50. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
22 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
23 Settlement after extensive negotiations, considering all relevant factors, present and potential.

24 51. Jurisdiction of the Court. In accordance with Federal Rules of Civil Procedure
25 Rule 23(e), the Parties agree that the Court shall retain jurisdiction with respect to the
26 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
27 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
28

jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

52. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

PLAINTIFF

Date: 11/15/2021

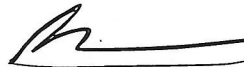

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Homer Daniel

CLASS COUNSEL

Mallison & Martinez

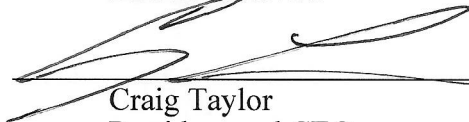
Date: 11/16/20



Stan Mallison
Attorneys for Plaintiff

DEFENDANTS

Date: 11/18/21



Craig Taylor
President and CEO
ATLAS FIELD SERVICES, LLC

DEFENDANTS' COUNSEL

Freeman Mathis & Gary, LLP

Date: 11/19/2021



Robert A. Cutbirth
Attorneys for Defendant

eSignature Details

Signer ID:	jngZ8yCQe5jmFCubRcc2Z5ta
Signed by:	Homer Daniel
Sent to email:	Homerdaniel@hotmail.com
IP Address:	107.77.211.136
Signed at:	Nov 15 2021, 4:03 pm PST