

**STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698
ET SEQ.) REPRESENTATIVE ACTION SETTLEMENT AGREEMENT & RELEASE**

***Adan Rosales Cegoviano, in a representative capacity only on behalf of other members of the
general public similarly situated v. Haven Management Services, Inc., et al.***

**San Diego County Superior Court
Case Number 37-2020-00028765-CU-OE-CTL**

This Stipulation of Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Adan Rosales Cegoviano ("Plaintiff" or "Rosales") and Defendant Haven Management Services, Inc. ("Defendant" or "Haven"), subject to the terms and conditions hereof and the approval of the Superior Court of the State of California for the County of San Diego ("Court"). Plaintiff enters into this Settlement Agreement on behalf of himself and all non-exempt employees who worked for Haven in California at any time during the period from June 13, 2019, through the date the Court approves this Settlement and dismisses the action in its entirety.

The Parties agree that all representative PAGA claims brought or that could have been brought based upon the facts alleged pursuant to PAGA in San Diego County Superior Court Case Number 37-2020-00028765 (the "PAGA Action") based on Plaintiff's allegations that Haven Management Services, Inc., failed to provide Plaintiff and Affected Employees proper meal and rest periods, failed to pay Plaintiff and Affected Employees all minimum and overtime wages due, failed to issue Plaintiff and Affected Employees accurate and complete wage statements, failed to timely pay Plaintiff and Affected Employees all wages owed upon separation of employment, failed to timely pay Plaintiff and Affected Employees all wages owed during employment, and failed to reimburse Plaintiff and Affected Employees for expenses they incurred in the performance of their job duties, shall be, and hereby are, fully and completely ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (hereinafter referred to as the "PAGA Settlement Amount") for settlement of the PAGA civil penalties sought in the PAGA Action, which shall be inclusive of all of Plaintiff's Counsel's attorneys' fees and costs in connection with the PAGA Action and this Agreement and any third party administrator fees and costs.

Article I.

Definitions

1. "Action" means the case entitled *Adan Rosales Cegoviano, in a Representative capacity only, and on behalf of other members of the general public similarly situated v. Haven Management Services, Inc., and DOES 1 - 10, inclusive*, Case No. 37-2020-00028765-CU-OE-CTL, pending in the Superior Court of the State of California for the County of San Diego.

2. "Affected Employees" means Plaintiff Adan Rosales Cegoviano, and all non-exempt employees who worked for Defendant in California at any time during the period from June 13, 2019, through the date the Court approves this Settlement and dismisses the action in its entirety.

3. "Attorneys' Fees and Costs" means such award of fees and costs to be paid to Plaintiff's Counsel for the services they have rendered and will render to the Affected Employees in the PAGA Action, subject to Court approval.

4. "Defendant's Counsel" means Scott & Whitehead.

5. "Effective Date" of the PAGA Settlement means the date upon which the PAGA Settlement is approved by the Court.

6. "Individual Settlement Payment" means the portion of the PAGA Penalties Fund allocated to each Affected Employee.

7. "Mediator" means Michael Roberts.

8. "Notice" means the form of notice that will be sent to each Affected Employee accompanying their Individual Settlement Payment, which should be substantially in the form attached hereto as Exhibit A.

9. "PAGA Penalties Fund" means the amount from the Maximum Settlement Amount which shall be allocated to pay all applicable penalties under PAGA to the LWDA, as well as the Individual Settlement Payment allocated to each Affected Employee.

10. "PAGA Settlement Amount" means the amount of One Hundred Thousand Dollars (\$100,000) if the Court approves this Settlement, and the Effective Date occurs. The PAGA Settlement Amount includes: (a) the PAGA Penalties Fund to the California Labor and Workforce Development Agency ("LWDA") and Affected Employees; (b) the award of Attorneys' Fees and Costs to Plaintiff's Counsel; and (c) Settlement Administration Costs.

11. "Plaintiff's Counsel" means Sullivan & Yaeckel Law Group, APC.

12. "Released Claims" means all PAGA claims for wages, expenses, benefits and related penalties that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint(s) or LWDA letters in this Action based on the factual allegations therein, including claims regarding violations of Labor Code sections 201, 202, 203, 226, 226(a), 226.7, 510, 512, 558, 1194, and 2802, or any claim that could be brought pursuant to PAGA with respect to:

- a. Any claims for unpaid wages (including but not limited to overtime pay, minimum wage, or regular wages) or the failure to timely pay wages, whether contractual or statutory;
- b. Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate;

- c. Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;
- d. Any claim for failure to keep accurate records or provide accurate wage statements;
- e. Any claim for failure to reimburse business expenses;
- f. Any claim for failure to pay all wages at the time of termination;
- g. Claims for attorneys' fees, interest, penalties, or premiums in connection with claims in provisions a through f above.

13. "Released Parties" means Defendant Haven Management Services, Inc., and its subsidiaries, affiliates, parents, customers, and attorneys, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents, and each of their past present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

14. "Settlement" means the terms and conditions set forth in this Settlement Agreement.

15. "Settlement Administrator" means CAC Services, LLC, subject to Court approval.

16. "Settlement Administration Costs" means the amount from the PAGA Settlement Amount, which shall be allocated to the Settlement Administrator for services rendered in administering the Settlement, not to exceed Two Thousand Five Hundred Dollars (\$2,500.00), subject to Court approval.

17. "Settlement Period" means the period from June 13, 2019, through approval of this Settlement Agreement by the Court.

18. "Settlement Approval" means the settlement approval order that will be entered by the Court, which should be substantially in the form attached hereto as Exhibit B.

19. "1542 Waiver" means an express waiver, to the fullest extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Article II

Procedures for Obtaining Settlement Approval and Notifying the LWDA

20. Plaintiff's Counsel will request, by *ex parte* application, a hearing before the Court to seek approval of the Settlement Agreement on a mutually available date as soon as reasonably practicable. In connection with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order approving and incorporating by reference the terms and conditions of the Settlement Agreement.

21. Defendant Haven agrees not to oppose Plaintiff's application for Settlement Approval unless the application is inconsistent with the terms set forth in this Settlement Agreement.

22. Plaintiff shall provide the requisite notice of this Settlement to the LWDA at the same time that they request Settlement Approval from the Court.

Article III

Settlement Administrator

23. Settlement Administrator. The Parties agree to retain CAC Services, LLC as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Affected Employees, the LWDA, and Plaintiff's Counsel.

Article IV

Distribution of Settlement Proceeds

24. Components of PAGA Settlement Amount. The PAGA Settlement Amount shall have three components: (a) the PAGA Penalties Fund; (b) Attorneys' Fees and Costs; and (c) Settlement Administration Cost. All of these components are included in the PAGA Settlement Amount. All amounts in the PAGA Settlement Amount to be paid by Haven shall be paid to the QSF, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this PAGA Settlement Agreement shall be paid out of the QSF.

- a. Penalties Fund. The Parties agree that Penalties Fund portion of the PAGA Settlement Amount is Fifty-Nine Thousand One Hundred and Sixty Six Dollars and Sixty Seven Cents (\$59,166.67), plus any un-awarded amounts, which shall be paid to the Affected Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the original, amended and/or operative complaint(s) with respect to Affected Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund, or Forty-Four Thousand Three Hundred and Seventy-Five Dollars (\$44,375.00), plus Seventy-Five Percent (75%) of any un-awarded amount, will be paid to the LWDA.

The remaining Twenty-Five Percent (25%), or Fourteen Thousand Seven Hundred Ninety-One Dollars and Sixty-Seven Cents (\$14,791.67), plus Twenty-Five Percent (25%) of any un-awarded amount, will be paid to all Affected Employees on a pro-rata basis (based on number of work weeks worked) to each such Affected Employee.

- b. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the PAGA Action, the Parties agree that Plaintiff's Counsel shall be paid a total of Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three cents (\$33,333.33), and no more than \$5,000 in Costs, which collectively is one third of the Settlement Amount, in Attorneys' Fees and Costs. Defendant agrees not to oppose Plaintiff's application to the Court for Attorneys' Fees and Costs not to exceed this sum. The Attorneys' Fees and Costs to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the PAGA Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be retained in the PAGA Penalties Fund.
- c. Settlement Administration Costs. The Parties agree that a portion of the PAGA Settlement Amount, not to exceed Two Thousand Five Hundred Dollars (\$2500), shall pay for third-party administration fees that are necessary to administer the PAGA Settlement. Any Settlement Administration Costs not awarded by the Court will be added to the PAGA Penalties Fund.

Article V

Distribution of Settlement Proceeds

25. List of Affected Employees. Within five calendar days after the Effective Date, Defendant Haven will provide the Settlement Administrator a complete list of all Affected Employees ("Affected Employee List"). The Affected Employee List will include each Affected Employee's full name, most recent mailing address on file; Social Security number and hire and termination dates.

26. Number of Affected Employees: Defendant Haven represents that there are approximately 96 Affected Employees as of November 3, 2021. If, as of the end date of the PAGA Period, the number of Affected Employees increases by more than five percent (5%), Haven shall increase the PAGA Settlement Amount proportionally (i.e., for an increase of six percent (6%) in employees, Haven shall add an extra 1% to the PAGA Settlement Amount; and, for a ten percent increase in employees, Haven shall add an extra five percent (5%).)

27. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Haven will deposit the PAGA Penalties Fund, Attorneys' Fees and Costs, and Settlement Administration Costs into the QSF to be established by the Settlement Administrator, based on the following schedule: sixteen (16) equal payments of \$6,250 every 30 days following the Effective Date. The Settlement Administrator shall provide to Defendant complete wiring instructions,

including without limitation, the name of the account, name of the bank, routing number and bank account number. Defendant shall be deemed to have fully met its payment obligations upon payment to the Settlement Administrator and shall assume no responsibility for the security or distribution of settlement funds following payment to the Settlement Administrator.

Upon receipt of the PAGA Penalties Fund, Attorneys' Fees and Costs, and Settlement Administration Costs into the QSF, the Settlement Administrator will immediately issue payments to: (a) Affected Employees; (b) the LWDA; (c) Plaintiff's Counsel; and (d) itself. The Settlement Administrator, and not Defendant Haven, will issue the appropriate tax forms for all payments issued under this Settlement.

28. Settlement Payments to Affected Employees. The Settlement Administrator will issue each Affected Employee a check for his or her share of the PAGA Penalties Fund along with an explanatory Notice. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, or Social Security number of the Affected Employee involved and will then perform a single re-mailing. Individual Settlement Payment checks will remain negotiable for 180 calendar days, and Affected Employees will have 180 calendar days from the date of the mailing to cash their Individual Settlement Payment checks. If an Affected Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that Affected Employee to that address, but this re-mailing will not extend the 180-day period to cash a check.

29. Failure to cash Individual Settlement Payment checks within 180 calendar days of mailing will result in Affected Employees forfeiting their right to share in the settlement proceeds. Funds represented by Individual Settlement Payment checks returned as undeliverable and those Individual Settlement Payment checks remaining un-cashed for more than 180 days after issuance will be tendered to the State of California Unclaimed Wages Fund.

30. No advance notice of the Settlement will be mailed to Affected Employees, nor will Affected Employees be given an opportunity to exclude themselves from the Settlement or to object to the Settlement.

31. All Individual Settlement Payments to Affected Employees will be treated as civil penalties and thus miscellaneous income for which an IRS Form 1099 will be issued.

32. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Affected Employees, or Plaintiff's Counsel based on mailings, distributions, and payments made in accordance with this Settlement.

Article VI

Release by Affected Employees

33. As of the Effective Date, Plaintiff and all Affected Employees release the Released Parties from the Affected Employees' Released Claims. The Affected Employees' Released Claims include a 1542 Waiver, limited to the Released Claims. The Affected Employees' Released Claims shall be effective as to all claims set forth herein for the period from June 13, 2019, through the date the Court approves this Settlement and dismisses the action in its entirety.

34. Affected Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Affected Employees' Released Claims, but upon the Effective Date, Affected Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Affected Employees' Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Affected Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Affected Employees' Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon Affected Employees regarding the Affected Employees' Released Claims.

Article VII

Additional Settlement Terms and Conditions

35. Acknowledgment That PAGA 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 an arm's-length negotiations by experienced counsel with the assistance of the Mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

36. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. The Parties hereto have entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience, and expenses. 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 course of this PAGA 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 Settlement 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.

37. No Credit Toward Benefit Plans. Payments to Affected Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Affected Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401 (k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Affected Employee may be entitled under any benefit plans.

38. No Tax Advice: Plaintiff's Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal or tax advice regarding any federal, state, or local tax issue. To the extent that this Settlement Agreement, or any of its Exhibits, are interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues for Plaintiff and each Affected Employee are unique to him or her, and Plaintiff and each Affected Employee are advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Settlement.

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

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

41. Judgment and Continued Jurisdiction. After entry of the Settlement Approval order, the Court 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-approval matters as may be appropriate under Court rules or as set forth in this Settlement.

42. Entire Agreement. This Settlement Agreement, including the Exhibits attached hereto, constitutes the entirety of the Parties' settlement terms. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, including the Memorandum of Understanding between the Parties, are merged herein.

43. Confidentiality. The Parties agree to discuss the terms of this Settlement only in settlement papers submitted to the Court or at the hearing on Plaintiff's request for Settlement Approval. The Parties and their counsel agree to keep the terms of this Settlement completely confidential. The Parties and their counsel agree not to otherwise publicize this Settlement,

including, but not limited to, issuing press releases, posting summaries, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or Plaintiff's counsel are contacted by members of the press, they will respond only that the matter was amicably resolved.

44. 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.

45. 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.

46. 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.

47. California Law Governs. All terms of this Settlement Agreement and the Exhibits attached hereto will be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

48. 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 facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

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

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

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

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

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

55. Cooperation and Execution of Necessary Documents. All Parties agree to cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

56. 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.

57. Ability to Fund Settlement. Defendant represents that its business is solvent, and Defendant is able to pay the Settlement Amount within the time frame set forth herein. Specifically, Defendant has reviewed its financial status in contemplation of this Settlement Agreement and Defendant has determined it is able to comply with the Settlement Installment Payment Plan. Defendant agrees that the failure to review its financial status before entering this Settlement Agreement shall be deemed an intentional misrepresentation. Defendant further affirms that it has not consulted or retained bankruptcy counsel or have contemplated a bankruptcy filing as of the date of this Settlement.

**PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A
GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**PLAINTIFF ACKNOWLEDGES AND AGREES THAT HE HAS BEEN ADVISED THAT
THIS AGREEMENT IS A BINDING AND LEGAL DOCUMENT. PLAINTIFF FURTHER
AGREES THAT HE HAS BEEN ADVISED TO SEEK LEGAL ADVICE REGARDING
ALL ITS ASPECTS, AND THAT IN EXECUTING THIS AGREEMENT PLAINTIFF HAS
ACTED VOLUNTARILY AND HAS NOT RELIED UPON ANY REPRESENTATION
MADE BY THE DEFENDANT OR ANY OF ITS EMPLOYEES OR REPRESENTATIVE**

**REGARDING THIS AGREEMENT'S SUBJECT MATTER AND/OR EFFECT.
PLAINTIFF HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT AND
VOLUNTARILY AGREES TO ITS TERMS**

[SIGNATURES ON FOLLOWING PAGE]

AGREED AND UNDERSTOOD:

Dated: ADAN ROSALES CEGOVIANO
By _____
Plaintiff Adan Rosales Cegoviano

Dated: HAVEN MANAGEMENT SERVICES, INC.
By _____
Defendant

APPROVED AS TO FORM:

Dated: SULLIVAN & YAECKEL LAW GROUP, APC
By _____
Eric Yaeckel, Esq.
Ryan T. Kuhn, Esq.
Attorneys for Plaintiff Adan Rosales Cegoviano

Dated: SCOTT & WHITEHEAD
By _____
Nancy Whitehead, Esq.
Attorneys for Defendant

