

PAGA ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between Plaintiff Maria Velez (“Plaintiff”), on behalf of herself and all others similarly situated (the “PAGA Collective Members”) and Claudia Torrez, on the one hand, and Defendants Renaissance Food Group, LLC, GH Foods, CA, LLC, and Calavo Growers, Inc.’s (“Defendants”) on the other. Plaintiff, Claudia Torrez, and Defendants will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff was employed by Defendants during the alleged “PAGA Period,” defined as, for the Riverside plant, between December 16, 2017 and November 5, 2020, and, for the Sacramento plant, between February 2, 2018 and November 5, 2020;

WHEREAS, on February 19, 2019, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Sacramento, Case Number 34-2019-00250841, entitled *Maria Velez v. Renaissance Food Group, LLC, et al.* (the “Action”), asserting the following causes of action on a class and representative basis: (i) failure to provide rest periods; (ii) failure to provide meal periods; (iii) failure to pay all wages earned for all hours worked; (iv) failure to provide accurate wage statements; (v) waiting-time penalties; (vi) unfair competition in violation of Business and Professions Code § 17200; and (vii) civil penalties pursuant to PAGA;

WHEREAS, on May 8, 2019, the Court granted the Parties’ Stipulation to Dismiss Plaintiff’s Individual and Class Action Claims pursuant to the Arbitration Agreement Plaintiff executed during her employment with Defendants;

WHEREAS, Defendants deny the validity of Plaintiff’s claims in the PAGA Litigation, and further deny that the Lawsuit is appropriate for representative action treatment for any purpose other than this Settlement;

WHEREAS, a settlement has been reached as to the PAGA Litigation in the total gross amount of Two-Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) (the “Settlement”);

WHEREAS, the Parties want to resolve and settle the dispute that has arisen between them, as well as any other claims, asserted or not asserted, that either party may have against the other arising out of facts or events, known or unknown, occurring up to and including the date of execution of this Agreement; and

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

///

///

///

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff and Claudia Torrez that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff and Claudia Torrez further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek Court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4, and subject to Court approval of this Agreement, Defendants agree to pay a gross amount of Two-Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) (the "Settlement Sum") to PAGA Collective Members (as defined in Paragraph 6 below) subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Ten Thousand Dollars and Zero Cents (\$10,000.00) will be designated to the named Plaintiff, without deductions, and another Ten Thousand Dollars and Zero Cents (\$10,000.00) will be designated to Claudia Torrez, without deductions, as enhancement awards to Plaintiff and Claudia Torrez in addition to any amount they may be entitled to under the distribution formula as identified in Paragraph 6 for their time, effort, expense, and risks associated with being named representatives, a broader, general waiver of their rights including their individual claims, and participating in the PAGA Litigation as PAGA Collective Representatives. These payments will be reported as 1099 income. Defendants will not oppose any such application for enhancement awards described herein so long as it is consistent with the amount herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff and Claudia Torrez acknowledge their responsibilities for any and all taxes for these sums pursuant to Paragraph 2.e;

b. The Parties agree that up to Six Thousand and Zero Cents (\$6,000.00) of the Settlement Sum will be for the payment of settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum;

c. The Parties agree that the entire Net Settlement Sum will be allocated to Plaintiff's claims under the Private Attorneys General Act ("PAGA") and will be distributed in accordance with the percentages identified within the Act, twenty-five percent (25%) of the PAGA allocation will be distributed to the PAGA Collective, and seventy-five percent (75%) will be distributed to the California Labor and Workforce Development Agency ("LWDA"). These amounts shall come from, and shall not be in addition to, the Settlement Sum;

///

///

///

d. The Parties agree that up to one third (1/3) of the Settlement Sum (*i.e.* \$91,666.67) will be allocated to the payment of attorneys' fees incurred in the PAGA Litigation. Defendants will not oppose any request for attorneys' fees so long as it does not exceed this threshold. Plaintiff and Claudia Torrez will also be entitled to the actual litigation costs from the Settlement Sum as approved by the Court in an amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00). These amounts shall come from, and shall not be in addition to, the Settlement Sum;

e. The Parties agree that all payroll taxes associated with payment to PAGA Collective Members from the Settlement Sum, if any, shall be paid out of the gross Settlement Sum, paid by Defendants. The representative Plaintiffs and PAGA Collective Members shall be responsible for any and all tax obligations, other than payroll taxes, associated with any payments they receive as part of the Settlement Sum;

f. There shall be a Net Settlement Sum that is distributed to PAGA Collective Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.d., above (attorneys' fees and costs, costs of administration, and representative enhancement award). All PAGA Collective Members, including Plaintiff and Claudia Torrez, will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of pay periods they worked. Specifically, the final settlement payments will be determined by the Administrator by taking the number of pay periods each individual Collective Member worked during the PAGA Period and dividing that by the total number of pay periods Collective Members worked during the PAGA Period and multiplying that fraction by the Net Settlement Amount; and

g. Within fourteen (14) calendar days after the Court grants approval of this Agreement, Defendants shall deposit the Settlement Sum (\$275,000.00 plus applicable payroll taxes) in a QSF account established by the Administrator. For purposes of counting the fourteen (14) day deadline established by this section, Court approval may be by way of minute order, order from the bench, or by signing a submitted approval order, whichever is earlier. The Administrator is to provide Defendants advance notice within seven (7) calendar days after the Court grants approval of this Agreement regarding the total monies Defendants must deposit.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Renaissance Food Group, LLC, GH Foods, CA, LLC, and Calavo Growers, Inc., and each of their respective past, present and future parent companies, subsidiaries, affiliates, the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing principals and any other person, corporation, entity, association or partnership responsible or potentially responsible for any claims made or that could have been made in the PAGA Litigation.

///

b. Plaintiff Maria Velez and Claudia Torrez on behalf of themselves and on behalf of all who claim by and through them, or their stead and each and every member of the PAGA Collective (which includes any legal heirs and/or successors in interest of each and every member of the PAGA collective) and the LWDA, hereby and forever mutually and fully releases, acquits, and discharges, and covenants not to sue Defendants, including past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the “Released Parties” and each a “Released Party” or “Releasee”) for any and all penalties, costs, expenses, attorneys’ fees, or interest based on any and all PAGA claims seeking civil penalties under California Labor Code sections 558, 1198 and/or 2698 *et seq.* predicated on claims that are alleged against Defendants in the PAGA Litigation that occurred during the PAGA Period, including allegations of meal and rest break violations, unpaid wages, minimum wage violations, overtime violations, wage statement violations, the failure to pay employees during employment, and the failure to pay final wages.

c. As a condition of participating in this PAGA settlement, the PAGA Collective Members, hereby and forever mutually and fully release, acquit, and discharge, and covenant not to sue the Released Parties for any and all penalties, costs, expenses, attorneys’ fees, or interest based on any and all PAGA claims seeking civil penalties under California Labor Code sections 558, 1198 and/or 2698 *et seq.* predicated on claims that are alleged against Defendants in the PAGA Litigation that occurred during the PAGA Period, including allegations of meal and rest break violations, unpaid wages, minimum wage violations, overtime violations, wage statement violations, failure to pay employees during employment, and failure to pay final wages.

d. As a condition of receiving the enhancement awards described in Paragraph 2.a., Plaintiff and Claudia Torrez hereby irrevocably and unconditionally release, acquit and forever discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, all claims alleged at any point in time in the PAGA Litigation, all claims dismissed by the Court in the PAGA Litigation, all claims arising from or relating to Plaintiff’s and Claudia Torrez’s relationships with any of the Released Parties, all claims for alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendants’ right to hire, refuse to hire or terminate its employees, or any federal, state or local court of law or equity or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code (including any and all provisions authorizing Plaintiff to seek civil penalties against the Released Parties for wage-hour violations); (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Claimant Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) California Business and Professions Code Section 17200, *et. seq.*; (15) the California Government Code; and (16) The California Wage Orders, which Plaintiff and Claudia Torrez

now have, own or hold, or claim to have, own or hold, or which Plaintiff Claudia Torrez at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including the date of Plaintiff's inspection of the Riverside facility, which took place on November 5, 2020. Nothing in this release shall be construed to mean that Plaintiff or Claudia Torrez are releasing or waiving claims to enforce this Agreement, claims arising after November 5, 2020 (including claims for retaliation for having achieved this agreement or for having asserted her underlying claims), workers' compensation claims, claims for unemployment insurance benefits, claims for indemnification pursuant to Labor Code section 2802, claims for any vested compensation and benefits (including, but not limited to, retirement benefits) attorney fees for all such claims, when available, the opportunity to pursue the claims mentioned in this sentence, or claims that, by law, cannot be waived.

4. California Civil Code Section 1542. Plaintiff and Claudia Torrez hereby agree that all rights under section 1542 of the Civil Code of the State of California are hereby waived as to the individuals or other claims they may have against Defendants. Section 1542 has been explained to Plaintiff and Claudia Torrez by their counsel and provides as follows:

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.

5. Amendment to Complaint. The Parties agree to stipulate to allow Plaintiff to file an Amended Complaint adding Claudia Torrez as a named Plaintiff to this Action before Plaintiff and Claudia Torrez file a motion seeking the Court's approval of the Parties' PAGA Settlement.

6. Motion for Approval of PAGA Settlement. Plaintiff, Claudia Torrez, and their counsel shall make their best efforts to file a motion seeking approval of this Agreement as soon as reasonably possible after this Agreement is executed by the Parties. Defendants agree to cooperate with Plaintiff and Claudia Torrez in these efforts so that the motion seeking approval is filed in a timely manner.

7. Administrator and Distribution Method. The Parties agree that Plaintiff and Claudia Torrez's counsel and Defendants' counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff and Claudia Torrez's counsel filing a motion seeking approval of this Agreement. In addition, and subject to Court approval, timelines, and methods related to the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, PAGA Collective Members are defined as: "all persons who are employed or have been employed by Defendants as an hourly, non-exempt employee in the State of California between December 16, 2017 and November 5, 2020 for the Riverside plant and between February 2, 2018 and November 5, 2020 for the Sacramento plant."

///

b. All PAGA Collective Members will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of pay periods worked by all members of the PAGA Collective Members during the applicable period. The estimated share of the Net Settlement Sum for each individual within the PAGA Collective will be determined as follows: 1) A Total Value Per Pay Period will be derived by dividing the Net Settlement Sum by the total number of pay periods that all PAGA Collective Members worked within the PAGA Period (*i.e.* any pay period in which a PAGA Collective Member worked at least one (1) day); and 2) each PAGA Collective Member will have their respective number of pay periods multiplied by the Total Value Per Pay Period to derive their respective share of the Net Settlement Sum.

c. One Hundred percent (100%) of the payment of the Net Settlement Sum to eligible PAGA Collective Members will consist of 1099 income representing payment for statutory and civil penalties.

d. Within seven (7) calendar days after the date that the Court grants approval of this Agreement, Defendants shall provide a list of all PAGA Collective Members and all necessary information to the Administrator to locate PAGA Collective Members, process payments, and process claims for payments, including, but not limited to, PAGA Collective pay periods or dates of employment, last known addresses, social security numbers, and any other information required to effectuate the Agreement.

e. The PAGA Collective List, and any other data provided by Defendants to the Administrator, shall be treated as confidential and not subject to disclosure by the Administrator except (a) relevant information may be provided to PAGA Collective Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a PAGA Collective Member, or to any third party; (b) to allow Defendants' and Plaintiff and Claudia Torrez's counsel to review and confirm the calculation of PAGA Collective Members' estimated share of the settlement is accurate and based on the correct information; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Further, the Administrator and Plaintiff and Claudia Torrez's counsel shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data (and all copies of it) in a complete and secure manner when such data is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to PAGA Collective Members shall not include the PAGA Collective Members' Social Security Number, except for the last four digits.

f. Within fourteen (14) calendar days from the date the Court approves this Agreement, the Administrator will provide the Parties the spreadsheet showing the Administrator's calculations for anticipated payments to PAGA Collective Members, the allocation of pay periods to PAGA Collective Members, and any payroll taxes to be paid by Defendants. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiffs to the PAGA Litigation) in order to protect PAGA Collective Members' confidential information. This will allow Plaintiff, Claudia Torrez, and Defendants the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the PAGA disbursements, as noted below.

///

g. Within twenty-one (21) calendar days from the date the Court approves this Agreement, the Administrator will perform an NCOA check for PAGA Collective Members' most current addresses based on the information provided by Defendants and will mail disbursement forms to the PAGA Collective Members. For any disbursements returned as undeliverable, the Administrator shall perform a skip-trace on that individual and re-mail the PAGA disbursement within three (3) business days of receiving information that the mailing was undeliverable or the PAGA Collective Member was no longer at the address to the new address found in under the skip-trace.

h. Within one hundred thirty (180) calendar days after the Administrator mails PAGA collective Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out to the California State Controller's Unclaimed Property Fund. No amount of the Settlement Sum will revert to Defendants for any reason.

i. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.h., the Administrator shall provide the Parties a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.h.

j. The Parties agree the PAGA Collective Members' contact information and social security numbers will be used only by the Administrator counsel for the sole purpose of effectuating the Agreement.

8. PAGA Collective Counsel. The Parties agree to the designation of The Spivak Law Firm as counsel for purposes of the PAGA Collective and Settlement.

9. PAGA Representative. The Parties agree to the designation of Plaintiff Maria Velez and Claudia Torrez as the PAGA Representatives for purposes of the PAGA Settlement Collective.

9. Scope of the PAGA Collective. It was represented to Plaintiff and Claudia Torrez at the time of the execution of this Agreement that there were 819 PAGA Collective members as of August 1, 2019. To the extent the number of PAGA Collective increases beyond this number by more than 10%, Plaintiff and Claudia Torrez shall have the option to increase the total settlement amount by a proportionate amount. (If the number of employees increases by 11%, the total increase to the settlement will be 1%.) Plaintiff and Claudia Torrez shall have five (5) calendar days from the date the Administrator indicates an overage to inform Defendants' counsel in writing of their election of this option.

10. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this PAGA Litigation, with the exception of any dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

11. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this PAGA Litigation. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

12. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

13. Confidentiality. Plaintiff and Claudia Torrez represent and agree that they have not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff and Claudia Torrez further agree not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties.

14. Attorney Liens. Plaintiff and Claudia Torrez represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff and Claudia Torrez in relation to the PAGA Litigation are Plaintiff's and Claudia Torrez's responsibilities to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the PAGA Litigation will be satisfied by the incurring party. Plaintiff and Claudia Torrez will indemnify, defend and hold Released Parties harmless from any such claims.

15. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims, including Claudia Torrez, with respect to payment of the Settlement Sum shall not recover (expressly excluding the PAGA Collective Members), directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Released Party receives any claims, including a claim for contribution, any indemnity arising out of a claim with respect to payment of the Settlement brought against another person in an interest in the claims of Plaintiff and Claudia Torrez, such party shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Party is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Released Party but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff and Claudia Torrez.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the PAGA Litigation. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a PAGA action, this Agreement must receive approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it

shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: 2/1/2022, 2020 Maria Velez
MARIA VELEZ

Dated: 01/26/2022, 2020 Claudia
CLAUDIA TORREZ

Dated: _____, 2020 RENAISSANCE FOOD GROUP, LLC, GH FOODS, CA, LLC, AND CALAVO GROWERS, INC.

By: _____

Print Name: _____

Title: _____

Approved as to form and content:

THE SPIVAK LAW FIRM

Dated: January 26, 2022, 2020 David Spivak
David Spivak
Counsel for Plaintiff and Claudia Torrez

FISHER & PHILLIPS, LLP

Dated: February 2, 2022, 2020 Alden J. Parker
Alden J. Parker
Counsel for Defendants

shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: _____, 2020

MARIA VELEZ

Dated: _____, 2020

CLAUDIA TORREZ

Dated: January 31, 2022, ~~2020~~

RENAISSANCE FOOD GROUP, LLC, GH FOODS, CA,
LLC, AND CALAVO GROWERS, INC.

By: 

Print Name: Graciela Montgomery

Title: CHRO

Approved as to form and content:

THE SPIVAK LAW FIRM

Dated: _____, 2020

David Spivak
Counsel for Plaintiff and Claudia Torrez

FISHER & PHILLIPS, LLP

Dated: _____, 2020

Alden J. Parker
Counsel for Defendants