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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**
13

14 ADRIAN SANCHEZ, individually and on
15 behalf of others similarly situated, and as an
16 aggrieved employee and Private Attorney
17 General; RICARDO MAYA TEJEDA,
18 individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General; and MIGUEL
ANGEL ESTRELLA, individually and on
behalf of others similarly situated,

19 Plaintiff,

20 vs.

21 COMMUNITY TREE SERVICE INC., a
22 California corporation; and DOES 1 through
23 50, inclusive,
Defendants.

Case No.: CIVSB2116442

*Assigned for All Purposes to: Hon. David
Cohn, Dept. S-26*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: June 3, 2021

Trial Date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Adrian Sanchez, Ricardo Maya Tejada, and Miguel Angel Estrella, individually and on behalf of the Settlement Class and Defendant Community Tree Service, Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) business days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the

Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

7. “Class Period” means the period from June 3, 2017, until the date of preliminary approval of the settlement by the Court, or, July 9, 2022, whichever date occurs earlier.

8. “Class Representatives” means Plaintiffs Adrian Sanchez, Ricardo Maya Tejada, and Miguel Angel Estrella in their capacity as representatives of the Participating Class Members.

9. “Class Representative Enhancement Payment(s)” means the amount that the Court authorizes to be paid to Plaintiffs Sanchez, Tejada, and Estrella in addition to their Individual Settlement Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Action and in exchange for the General Release of their claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of San Bernardino.

11. “Defendant” means Community Tree Service, Inc.

12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Two Million Two Hundred Fifteen Thousand Dollars (\$2,215,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is

1 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
2 Payments shall be paid by a Settlement Check made payable to Participating Class Members
3 and/or PAGA Members.

4 16. "Net Settlement Amount" means the funds available for payments to the Class,
5 which shall be amount remaining after the following amounts are deducted from the Gross
6 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement
7 Administration Costs; (4) Class Representative Enhancement Payments to Plaintiffs Sanchez,
8 Tejada, and Estrella; and (5) the PAGA Payment to the LWDA and PAGA Members.

9 17. "Notice" means the Notice of Class Action Settlement in a form substantially
10 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known
11 address and which will provide Class Members with information regarding the Action and
12 information regarding the settlement of the Action.

13 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
14 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

15 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
16 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
17 2698, *et seq.*) ("PAGA"). The Parties have agreed that Two Hundred Fifteen Thousand Dollars
18 (\$215,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs'
19 PAGA Claims. Seventy Five Percent (75%) of this amount (\$161,250.00) will be paid to the
20 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698
21 *et seq.* Twenty Five Percent (25%) of this amount (\$53,750.00), will be distributed to PAGA
22 Members. PAGA Members will receive payment from the employee portion of the PAGA
23 Payment regardless of their decision to participate in the class action if the PAGA Payment is
24 approved by the Court.

25 20. "PAGA Period" means the period from May 3, 2020, until the date of preliminary
26 approval of the settlement by the Court, or, July 9, 2022, whichever date occurs earlier.

27 21. "PAGA Members" means all current and former non-exempt employees of
28 Defendant who were employed by Defendant in the state of California at any time during the

1 PAGA Period.

2 22. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
3 either Plaintiffs or Defendant, individually.

4 23. "Participating Class Members" means all Class Members who do not submit valid
5 and timely Requests for Exclusion.

6 24. "Plaintiffs" means Adrian Sanchez, Ricardo Maya Tejada, and Miguel Angel
7 Estrella.

8 25. "Preliminary Approval" means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 26. "Objection" means a Class Member's valid and timely written objection to the
11 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
12 address, telephone number, last four digits of the employees' social security number or employee
13 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
14 for the objection accompanied by legal support, if any, for such objection.

15 27. "Released Class Claims" means claims, rights, demands, liabilities and causes of
16 action that are alleged, or reasonably could have been alleged based on the facts and claims
17 asserted in the operative Complaint in this Action including but not limited to the following
18 claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
19 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or
20 compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to
21 provide complete, accurate wage statements; (vi) failure to pay wages timely at time of
22 termination or resignation; and (vii) unfair business practices that could have been premised on
23 the claims, causes of action or legal theories of relief described above or any of the claims, causes
24 of action or legal theories of relief pleaded in the operative Complaint.

25 28. "Released PAGA Claims" means all claims for civil penalties under the California
26 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
27 alleged both in the PAGA Notice provided to the LWDA and in the operative Complaint for the
28 PAGA Period.

1 29. “Released Parties” means Defendant Community Tree Service, Inc., and its past,
2 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
3 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
4 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
5 venturers.

6 30. “Request for Exclusion” means a valid and timely written statement submitted by
7 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
8 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
9 four digits of the Class Member’s Social Security number and/or the Employee ID number and
10 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
11 the following: “I wish to exclude myself from the class settlement reached in the matter of
12 *Sanchez, et al. v. Community Tree Service*. I understand that by excluding myself, I will not
13 receive money from the settlement of my individual claims.” To be effective, the Request for
14 Exclusion must be post-marked by the Response Deadline and received by the Settlement
15 Administrator. The Request for Exclusion shall not be effective as to the release of claims arising
16 under the Private Attorneys General Act.

17 31. “Response Deadline” means the date sixty (60) calendar days after the Settlement
18 Administrator mails Notice to Class Members and the last date on which Class Members may
19 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
20 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
21 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
22 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
23 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
24 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
25 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
26 express agreement between Class Counsel and Defendant. Under no circumstances, however, will
27 the Settlement Administrator have the authority to unilaterally extend the deadline for Class
28 Members to submit a Request for Exclusion or objection to the Settlement.

32. “Settlement” means the disposition of the Action pursuant to this Agreement.

33. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating the Notice, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00).

35. “Settlement Class Members” shall mean all Participating Class Members as described in paragraph 57 and the PAGA Members.

36. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

37. “Workweek Disputes” shall mean an objection submit by a Class Member regarding the number of workweeks in either or both the PAGA Period or the Class Period.

TERMS OF AGREEMENT

38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of May 12, 2023 or the Effective Date, whichever is later. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in

1 the number of workweeks as set forth below, Defendant shall not be required to pay more than
2 the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of
3 the Gross Settlement Amount will revert to Defendant.

4 39. Potential Increase to the Gross Settlement Amount: Defendant has represented
5 there are approximately 35,000 Workweeks within the Class Period and approximately 545 Class
6 Members. Should the actual number of Workweeks increase by more than ten percent (10%) (*i.e.*,
7 by more than 3,500 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro*-
8 *rata* basis equal to the percentage increase in the number of Workweeks worked by the Class
9 Members above 10%. For example, if the number of Workweeks increases by 11% to 38,501
10 Workweeks, the Gross Settlement Amount will increase by 1%.

11 40. Funding of the Gross Settlement Amount: Defendant will deposit the Gross
12 Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement
13 Fund (“QSF”) to be established by the Settlement Administrator on May 12, 2023 (one year from
14 the date the Parties executed the Memorandum of Understanding). Defendant shall provide all
15 information necessary for the Settlement Administrator to calculate necessary payroll taxes
16 including its official name, 8 digit state unemployment insurance tax ID number, and other
17 information requested by the Settlement Administrator, no later than seven (7) calendar days of
18 the Effective Date.

19 41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
20 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
21 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
22 Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel’s
23 Fees and Costs and (e) Settlement Administration Costs.

24 42. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
25 motion by Class Counsel for attorneys’ fees of not more than Seven Hundred Seventy-Five
26 Thousand Two Hundred Fifty Dollars (\$775,250.00) plus the reimbursement of costs and
27 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
28 Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement

Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Class Representative Enhancement Payments: Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Adrian Sanchez, Ricardo Maya Tejada, and Miguel Angel Estrella (total of \$22,500.00). The Class Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00).

45. PAGA Payment: Two Hundred Fifteen Thousand Dollars (\$215,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or One Hundred Sixty-One Thousand Two Hundred Fifty Dollars (\$161,250.00), to the California Labor and Workforce Development Agency ("LWDA"). Fifty-Three Thousand Seven Hundred Fifty Dollars (\$53,750.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount

is as follows:

Gross Settlement Amount	\$	2,215,000.00
Enhancement Payments:	\$	22,500.00
Class Counsel's Fees:	\$	775,250.00
Class Counsel's Costs:	\$	20,000.00
PAGA Payment	\$	215,000.00
Settlement Administration Costs:	\$	11,000.00
Estimated Net Settlement Amount	\$	1,171,250.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall

1 receive this portion of their Individual Settlement Payment regardless of whether they opt out of
2 the participation regarding the class claims.

3 b) Allocation of Individual Settlement Payments: All Individual Settlement
4 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
5 Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty
6 percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment
7 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The
8 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
9 Administrator.

10 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made pursuant
12 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
13 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
14 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
15 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
16 affect any rights, contributions, or amounts to which any Class Members may be entitled under
17 any benefit plans.

18 49. Settlement Administration Process: The Parties agree to cooperate in the
19 administration of the Settlement and to make all reasonable efforts to control and minimize the
20 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
21 will provide the following services:

- 22 a) Establish and maintain a Qualified Settlement Fund.
- 23 b) Calculate the Individual Settlement Payment each Participating Class
24 Member is eligible to receive and the portion of the PAGA Payment each
25 PAGA Member shall receive.
- 26 c) Print and mail the Notice.
- 27 d) Conduct additional address searches for mailed Notices that are returned
28 as undeliverable.

- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.

50. Delivery of the Class List and Tax Rate Information: Within fourteen (14) business days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiffs shall have the right to void the Agreement.

51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: 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 Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. 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 and/or Social Security number of the Class Member involved, and will then perform a single re-mailing.

1 If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
2 to a current employee, then Defendant shall make all reasonable efforts to obtain the current
3 address from the Class Member and provide the same within seven (7) calendar days of notice
4 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
5 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
6 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection
7 to the Settlement.

8 53. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
9 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
10 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
11 respective Class Member worked for Defendant during the Settlement Class Period; (e) each
12 Class Member's estimated Individual Settlement Payment and the formula for calculating
13 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
14 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
15 or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the
16 final approval hearing.

17 54. Disputed Information on Notice: Class Members will have an opportunity to
18 dispute the information provided in their Notice. To the extent Class Members dispute the number
19 of Workweeks with which they have been credited or the amount of their Individual Settlement
20 Payment, Class Members may produce evidence to the Settlement Administrator showing that
21 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
22 records will be presumed determinative. However, if a Class Member produces evidence to the
23 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
24 Member and the Parties will make the final decision as to the number of eligible Workweeks that
25 should be applied and/or the Individual Settlement Payment to which the Class Member may be
26 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

27 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
28 to the requirements listed herein, that Class Member will be given an opportunity to cure the

1 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
2 business days of receiving the defective submission to advise the Class Member that his or her
3 submission is defective and that the defect must be cured to render the Request for Exclusion
4 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
5 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
6 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
7 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
8 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
9 untimely.

10 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
11 class settlement must sign and postmark a written Request for Exclusion to the Settlement
12 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
13 Member's name, address, telephone number, and the last four digits of the Class Member's Social
14 Security number and/or the Employee ID number and (b) a clear statement requesting to be
15 excluded from the settlement of the class claims similar to the following: "I wish to exclude
16 myself from the class settlement reached in the matter of *Sanchez, et al. v. Community Tree*
17 *Service*. I understand that by excluding myself, I will not receive money from the settlement of
18 my individual claims." The date of the postmark on the return mailing envelope receipt
19 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
20 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
21 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion
22 that were timely submitted. All Class Members who do not request exclusion from the Action
23 will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval
24 by the Court. The Request for Exclusion shall not be effective as to the release of claims arising
25 under the Private Attorneys General Act.

26 57. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members
27 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
28 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be

thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted to the Court.

59. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employee's full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Member's objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations: The

1 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
2 which certifies: (a) the number of Class Members who have submitted valid Requests for
3 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
4 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
5 Administrator will provide to counsel for both Parties any updated reports regarding the
6 administration of the Settlement Agreement as needed or requested.

7 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
8 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
9 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
10 or her Settlement Check or PAGA payment check within one hundred eighty (180) calendar days,
11 the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State
12 of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500,
13 *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not
14 cash their checks until such time that they claim their property. The Parties agree that this
15 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the
16 entire Net Settlement Amount will be paid out to Participating Class Members and PAGA
17 Members, whether or not they all cash their Settlement Checks or PAGA payment checks.
18 Therefore, Defendant will not be required to pay any interest on such amounts. The Individual
19 Settlement Payments provided to Participating Class Members and to PAGA Members shall
20 prominently state the expiration date or a statement that the Settlement Check will expire in one
21 hundred eighty (180) calendar days, or alternatively, such a statement may be made in a letter
22 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
23 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties
24 agree no unclaimed funds will result from the settlement.

25 62. Administration of Taxes by the Settlement Administrator: The Settlement
26 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
27 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
28 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding

1 all payroll taxes and penalties to the appropriate government authorities.

2 63. Tax Liability: Defendant makes no representation as to the tax treatment or legal
3 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
4 not relying on any statement, representation, or calculation by Defendant or by the Settlement
5 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
6 that they will be solely responsible for the payment of any taxes and penalties assessed on the
7 payments described herein. Defendant's share of any employer payroll taxes and other required
8 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
9 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
10 Settlement Amount.

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

27 65. No Prior Assignments: The Parties and their counsel represent, covenant, and
28 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.

66. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period. Eligible PAGA Employees will receive their share of the employee portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims. The fact that a PAGA Employee has decided not to participate in the Class Settlement shall not affect the Release of PAGA Claims under the PAGA for the PAGA Period. The Parties agree that there is no right for a PAGA Employee to opt out of or object to the PAGA Settlement. A copy of this Agreement will be provided to the LWDA concurrently with the submission of the Preliminary Approval Motion.

68. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount, Plaintiffs Sanchez, Tejada, and Estrella agree—on behalf of themselves only—to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of

1 action, rights, or liabilities of any kind which have been or could have been asserted against the
2 Released Parties arising out of or relating to their employment by Defendant or termination
3 thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
4 defamation, discrimination, harassment or wrongful termination of employment. This release
5 specifically includes any and all claims, demands, obligations and/or causes of action for
6 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
7 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
8 whether or not known or suspected to exist, and whether or not specifically or particularly
9 described herein. Specifically, Plaintiffs Sanchez, Tejada, and Estrella, waive all rights and
10 benefits afforded by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims for unemployment insurance, disability, social
18 security, and workers compensation (with the exception of claims arising pursuant to California
19 Labor Code Sections 132(a) and 4553).

20 69. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
21 reporting policy regarding any future employment references related to Plaintiffs. In the event
22 that any potential or future employers of Plaintiffs request a reference regarding Defendant's
23 employment of Plaintiffs Sanchez, Tejada, or Estrella, Defendant shall only provide the requested
24 Plaintiffs' dates of employment and job titles during employment. Defendant shall not refer to the
25 Action or this Settlement.

26 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not
27 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
28 material term of this Settlement Agreement; or (c) the Settlement does not become final as written

1 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
2 documents generated to bring it into effect, will be null and void, all amounts deposited into the
3 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
4 positions. Any order or judgment entered by the Court in furtherance of this Settlement
5 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
6 this settlement for any reason, the Parties agree that they will return to and attend mediation with
7 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

8 71. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
9 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
10 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
11 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
12 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
13 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
14 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
15 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
16 will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and
17 completely approve the Agreement as to the Action will result in this Settlement Agreement and
18 the Memorandum of Understanding entered into by the Parties, and all obligations under this
19 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

20 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
21 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and
22 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
23 determine the Final Approval of the Settlement Agreement along with the amounts properly
24 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
25 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
26 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
27 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
28 Action, or the entry of any Order by another Court with regard to any of the Action which has the

1 effect of modifying material terms of this Agreement or preventing the full and complete approval
2 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement
3 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
4 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
5 rescind pursuant to the terms of this Agreement.

6 73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
7 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
8 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
9 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
10 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
11 may be appropriate under court rules or as set forth in this Settlement.

12 74. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
13 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
14 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

15 75. Entire Agreement: This Settlement Agreement and any attached Exhibits
16 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
17 or oral agreements may be deemed binding on the Parties.

18 76. Amendment or Modification: This Settlement Agreement may be amended or
19 modified only by a written instrument signed by counsel for all Parties or their successors-in-
20 interest.

21 77. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
22 and represent they are expressly authorized by the Parties whom they represent to negotiate this
23 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
24 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
25 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
26 counsel will cooperate with each other and use their best efforts to affect the implementation of
27 the Settlement. If the Parties are unable to reach agreement on the form or content of any
28 document needed to implement the Settlement, or on any supplemental provisions that may

1 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
2 of the Court to resolve such disagreement.

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

6 79. California Law Governs: All terms of this Settlement Agreement and Exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 80. Execution and Counterparts: This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
11 of the signature page, will be deemed to be one and the same instrument provided that counsel
12 for the Parties will exchange among themselves original signed counterparts.

13 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
14 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
15 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
16 litigation, taking into account all relevant factors, present and potential. The Parties further
17 acknowledge that they are each represented by competent counsel and that they have had an
18 opportunity to consult with their counsel regarding the fairness and reasonableness of this
19 Settlement.

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

24 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
25 class certification for purposes of this Settlement only; except, however, that either party may
26 appeal any court order that materially alters the Settlement Agreement's terms.

27 84. Class Action Certification for Settlement Purposes Only: The Parties agree to
28 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the

1 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
2 that certification for purposes of the Settlement is not an admission that class action certification
3 is proper under the standards applied to contested certification motions and that this Agreement
4 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
5 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
6 according to the Settlement's terms.

7 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
8 dispute that has arisen between them and to avoid the burden, expense and risk of continued
9 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
10 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
11 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
12 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
13 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
14 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
15 as an admission or concession by Defendant of any such violations or failures to comply with any
16 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
17 Agreement and its terms and provisions shall not be offered or received as evidence in any action
18 or proceeding to establish any liability or admission on the part of Defendant or to establish the
19 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
20 local or other applicable law.

21 86. Captions: The captions and section numbers in this Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Agreement.

24 87. Waiver: No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
26 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
27 right or remedy.

28 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,

such disputes shall be submitted to Lynn Frank for consultation.

89. 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 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another 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 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

92. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

93. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, *Pick-Up Stix* agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

95. 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 settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: 6/29/2022

PLAINTIFF

DocuSigned by:

By:

Adrian Sanchez

87B736B25F60412...

Adrian Sanchez

Dated: _____

PLAINTIFF

By:

Ricardo Maya Tejada

Dated: _____

PLAINTIFF

By:

Miguel Angel Estrella

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

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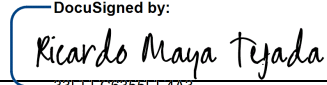
Dated: _____

PLAINTIFF

By: _____
Adrian Sanchez

Dated: 6/30/2022

PLAINTIFF

By:  _____
Ricardo Maya Tejada

Dated: _____

PLAINTIFF

By: _____
Miguel Angel Estrella

1 94. Confidentiality: The Parties and their counsel agree to keep the terms of the
2 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
3 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate
4 any contact with the press, respond to any press inquiry or have any communication with the press
5 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
6 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
7 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
8 Settlement Agreement or limit Class Counsel's communications with the Class Members in
9 furtherance of approval of this Settlement.

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11 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
12 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
13 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
14 provisions that otherwise might apply under federal or state law.

15
16 Dated: _____

PLAINTIFF

17 By: _____
18 Adrian Sanchez

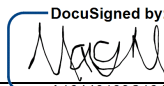
19
20 Dated: _____

PLAINTIFF

21 By: _____
22 Ricardo Maya Tejada

23
24 Dated: 6/30/2022

PLAINTIFF

25 By:  _____
26 Miguel Angel Estrella
27
28

1 Dated: 07 / 19 / 2022

DEFENDANT

COMMUNITY TREE SERVICE, INC.

4 By: Adolfo Garcia

5 Name: Adolfo Garcia

6 Title: President

8 **Approved As To Form And Content:**

10 Dated: _____

PROTECTION LAW GROUP, LLP

13 By: _____

14 Heather Davis, Esq.

15 Attorneys for Plaintiffs

17 Dated: 07 / 07 / 2022

FUSION LEGAL, PC

18 By: Leiann Laiks

19 Leiann Laiks

20 Attorneys for Defendant

1 Dated: _____

DEFENDANT

2 **COMMUNITY TREE SERVICE, INC.**

3
4 By: _____

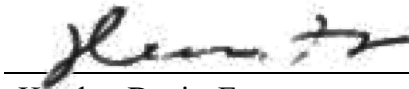
5 Name: Adolfo Garcia

6 Title: President

7
8 **Approved As To Form And Content:**

9
10 Dated: July 1, 2022

PROTECTION LAW GROUP, LLP

11
12
13 By:  _____

14 Heather Davis, Esq.

15 Attorneys for Plaintiffs

16
17 Dated: _____

FUSION LEGAL, PC

18 By: _____

19 Leiann Laiks

20 Attorneys for Defendant