

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Taylor Fisher et al. v. CI Security Specialists, Inc., et al.

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Taylor Fisher, Krishna Kaliya Narayan, Leonardo Vilchis, and Michael Newsome (collectively, “Plaintiffs”), on behalf of themselves, the State of California, and the other allegedly aggrieved employees, Defendants CI Security Specialists, Inc., CISS Management Group, Adrian Pottinga, and Jairo Castillo (collectively, “Defendants”) (Plaintiffs and Defendants, together, the “Parties”), subject to the approval of the Court, in settlement of all claims brought in Plaintiffs’ Lawsuits and LWDA letters pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2698, *et seq.*), shall be effectuated upon and subject to the following terms and conditions.

Subject to court approval by the Los Angeles County Superior Court (“Court”), Plaintiffs and Defendants hereby agree to the following binding settlement (“Settlement”) of the lawsuits entitled *Fisher, et al. v. CI Security Specialists, Inc., et al.*, Case No. 23STCV15275 (Los Angeles County Superior Court) (“*Fisher Action*”) and *Newsome v. CI Security Specialists, Inc.*, Case No. CIVSB2325086 (San Bernardino County Superior Court (“*Newsome Action*”) (together, the “Lawsuits”).

Upon execution of this agreement by Defendants, Plaintiff Newsome will join his claims in the *Fisher Action* and dismiss his separate *Newsome Action* without prejudice, for the purposes of obtaining settlement approval in the *Fisher action*. Defendants will cooperate and not oppose the filing of a Second Amended Complaint in the pending *Fisher v. CI Security Specialists, Inc.* to add Plaintiff Newsome and his claims into the *Fisher Action* as Newsome’s claims were originally set forth in his lawsuit in San Bernardino Superior Court for the purpose of one unified PAGA action covering the PAGA claims alleged in Plaintiffs’ separate notice letters to the Labor and Workforce Development Agency (“LWDA”) (the “PAGA Notice Letters”) and pled in both separate lawsuits so the Court in the earlier filed *Fisher Action* can approve the PAGA settlement, described herein, on behalf of all Plaintiffs.

1. Persons Covered By The Settlement: This Settlement covers all persons who were employed by Defendants in the State of California as a non-exempt employee at any time from September 2, 2022 through March 11, 2024 (together, the “Aggrieved Employees”).

2. Settlement Period: The Settlement Period for purposes of determining Aggrieved Employees’ pay periods and PAGA penalties is the period from September 2, 2022 through March 11, 2024.

3. Settlement Fund: The Parties agree that Defendants will pay a maximum of Four Hundred Thousand Dollars (\$400,000) (“Gross Settlement Amount”) in full satisfaction of the PAGA claims pled in the Lawsuits during the Settlement Period, which includes all payments to Aggrieved Employees, Plaintiffs, Plaintiffs’ Counsel, the Service Award to Taylor Fisher, the LWDA, and the Settlement Administrator.

4. Escalator Clause: As a material inducement to enter into this Agreement, Defendants have represented there are 1,725 Aggrieved Employees. Defendants have represented that there are less than 7,480 pay periods worked by Aggrieved Employees in the Settlement Period. If the number of pay periods during the Settlement Period is greater than 7,480, then Defendants will proportionally increase the Gross Settlement Amount according to the following formula: $(\text{Total Number of Pay Periods} \div 7,480) \times \$400,000$.

5. PAGA Penalties Fund: The net amount resulting from the Gross Settlement Amount minus the Payments for Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs will be referred to as the "PAGA Penalties Fund." The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code alleged to have been violated in the Lawsuits and Plaintiffs' PAGA Notice Letters with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA ("LWDA Payment"), and the remaining Twenty-Five Percent (25%) will be paid to Aggrieved Employees in proportion to the number of pay periods each worked during the Settlement Period (the "Individual PAGA Payments"). The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. Distribution of Penalties Process: After receiving bids, the Parties have selected ILYM Group, Inc. to be the settlement administrator ("Settlement Administrator"). ILYM Group has agreed to mail each Aggrieved Employee a check for their share of the PAGA Penalties Fund along with the explanatory letter attached hereto as Exhibit 1. Checks will remain negotiable for 180 days. 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 and/or Social Security number of the Aggrieved Employees involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be distributed to the State Controller's Office, Unclaimed Property Division. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued by the Settlement Administrator. The Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to Plaintiffs' counsel of \$8,950.00 ("Administration Expenses Payment").

7. Attorneys' Fees and Costs: In full satisfaction of all claims Plaintiffs may have for attorneys' fees arising out of the Lawsuits, Defendants will not object to Plaintiffs' counsel seeking an award of attorneys' fees and costs in the amount of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Four Cents (\$133,333.34), or such amount as the Court may award upon review and approval of this Agreement ("Payment for Attorneys' Fees"). The Payment for Attorneys' Fees will be distributed in the amount of twenty-five percent (25%) to Capstone Law APC and Seventy-five percent (75%) to Employment Lawyers Group. Subject to Court approval, in satisfaction of all claims for costs and expenses arising from the Lawsuits, Defendants will not object to Employment Lawyers Group seeking up to Fifteen Thousand

Dollars (\$15,000.00) in litigation costs from the Gross Settlement Amount, and Capstone Law APC seeking Five Thousand Five Hundred Dollars (\$5,500.00) for litigation costs from the Gross Settlement Amount (the attorneys' fees and costs payments, together, "Fees and Costs Payment").

8. Plaintiff's Service Award: In recognition of Plaintiff Fisher's effort and work in prosecuting the Lawsuits, Defendants will not oppose a service award in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Service Award") to Plaintiff, TAYLOR FISHER, subject to Court approval.

9. Settlement Payment Procedures.

Funding of Gross Settlement Amount: Defendants will fund the Gross Settlement Amount as follows: \$250,000 within 7 calendar days of the Court's approval of the PAGA settlement herein, and \$150,000 within 60 days of the Court's approval of the PAGA settlement.

(a) Payment of Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Except as provided in Section 4, Defendants agree to pay a maximum total amount of \$400,000.00, the Gross Settlement Amount. It shall cover, resolve, and fully satisfy any and all amounts owed under this Agreement, including all amounts to Plaintiffs, the Aggrieved Employees, the State of California, and Plaintiffs' Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all PAGA claims asserted by Plaintiffs, on behalf of themselves, the State of California, and the Aggrieved Employees.
- (2) The "Net Settlement Amount" means the amount remaining after subtracting from the Gross Settlement Amount the (1) Fees and Costs Payment of up to \$133,333.34 and \$20,500.00, respectively, (2) up to \$8,950.00 Administration Expenses Payment to the Settlement Administrator, and (3) up to \$2,500.00 for the Service Award to Taylor Fisher. The Net Settlement Amount will be comprised of no less than \$234,716.66. Seventy-five percent (75%) of the Net Settlement Amount, presumed to be \$176,037.50, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Amount, presumed to be \$58,679.16, shall be distributed to the Aggrieved Employees.
- (3) Based on information provided by Defendants to the Settlement Administrator, the Settlement Administrator will divide the twenty-five percent (25%) of the Net Settlement Amount to be distributed to the Aggrieved Employees by the total number of pay periods worked by all Aggrieved Employees in California during the Settlement Period to yield a per pay period value ("Pay Period Value"). The Settlement Administrator will determine the amount to be paid to each Aggrieved Employee by taking each Aggrieved Employee's individual number of pay periods worked in California during the Settlement Period multiplied by the Pay Period Value.

- (4) No later than fifteen (15) calendar days after the entire Gross Settlement Amount has been paid, the Settlement Administrator shall transmit settlement checks containing the Aggrieved Employees' individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. The last known address of each employee shall be confirmed by the Settlement Administrator using databases and skip tracing methods known to the Settlement Administrator.
- (5) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employee with unclaimed settlement monies.
- (6) 100% of the Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement will have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s or other appropriate tax forms (if required) to the Aggrieved Employees.
- (7) The Settlement Administrator shall transmit payment of the Service Award and Fees and Costs to their respective recipients as soon as possible after funding of the Gross Settlement Amount.
- (8) Within 5 days of complete execution of this Agreement, Defendants will confirm the number of Aggrieved Employees and the total pay periods worked by Aggrieved Employees during the Settlement Period. Defendants' counsel shall then inform Plaintiffs' counsel of the total number of pay periods worked by Aggrieved Employees during the Settlement Period. Defendants agree to provide a declaration attesting to the total number of pay periods worked by Aggrieved Employees during the Settlement Period if the escalator clause is triggered for inclusion with Plaintiffs' filing for approval of the Agreement.

10. Denial of Liability: Defendants deny any liability or wrongdoing of any kind and further deny that, for any purpose other than settling the Lawsuits, this action is appropriate for representative treatment. Defendants maintain, among other things, that they have complied with federal and California law in all aspects. Nothing in the approval of Settlement, orders related to Settlement or any other aspect of the settlement will be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

11. Enforceability: Plaintiffs and Defendants intend this Agreement, upon its full execution, to be enforceable and admissible in evidence only insofar as is necessary to enforce the terms hereof. This Agreement is not admissible to prove liability or wrongdoing with respect to the allegations in the Lawsuits.

12. Settlement Approval.

(a) **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699(f)(2) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employees' data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, Plaintiffs' Counsel or Defense Counsel; (iii) a signed declaration from each Plaintiffs' Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3(a)), Operative Complaint (Labor Code section 2699(l)(1)), this Agreement (Labor Code section 2699(l)(2)); (iv) if requested by the Court, a redlined version of the Parties' Agreement showing all modifications made to the LASC Model PAGA Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and Plaintiffs' Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

(b) **Responsibilities of Plaintiffs' Counsel.** Plaintiffs' Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing a joint stipulation or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiffs' Counsel is responsible for delivering the Court's Approval to the Administrator.

(c) **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the stipulation or motion for approval of this settlement or conditions its approval on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

13. Limitations on Use of This Settlement

(a) **No Admission.** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiffs' or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiff or any other allegedly Aggrieved Employee for any alleged violation of

their rights, or for any alleged violation of any order, law, statute, duty or contract. Defendants further deny that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

(b) **Non-Evidentiary Use.** This Agreement is admissible for purposes of obtaining court approval of the settlement and is intended to be binding on the Parties. It is also admissible in the event that either Party is required to file a motion to enforce any of the terms of the Agreement. Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties or their respective counsel in the Lawsuits or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. This Agreement also may be used by Defendants to establish in any subsequent matter that PAGA penalties have already been settled with, paid to and fully released by Plaintiffs, the State of California, or any Aggrieved Employee, except that neither Plaintiffs nor any Aggrieved Employees may use this Agreement or the terms contained herein to contend that the amounts paid or terms of this Agreement establish a right to damages in any amount in any non-settled claim. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees. The Parties understand and agree that this Agreement does not release any Aggrieved Employee's claim for damages arising from underlying violations of the Labor Code and solely releases claims, damages, penalties, and fees and costs arising under PAGA.

14. Nullification: Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

15. Release of PAGA Claims by Plaintiffs, Aggrieved Employees, the State of California, and Plaintiffs' Counsel: For the consideration provided in this Agreement, Aggrieved Employees, Plaintiffs, and the State of California, fully release and discharge Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of their respective past and present shareholders, officers, partners, directors, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims for PAGA civil penalties which were asserted in the Lawsuits and Plaintiffs' letters to the LWDA, including PAGA civil penalties for violation of California Labor Code Sections 204, 210, 215, 216, 222.5, 223, 226.3, 226.4, 226.6, 226.8, 246.5, 248.5, 256, 432, 558, 1174.5, 1182.12, 1198, 1198.5, 2441, 2802 (for PAGA liability only), and 2810.5, or that reasonably could have been asserted based on the facts set forth in the Lawsuits and

PAGA Notice Letters. Plaintiffs' Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA fees incurred in connection with the Lawsuits and the facts stated in the Lawsuits and the PAGA Notice Letters.

16. Miscellaneous Provisions.

(a) **Voluntariness.** This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

(b) **Amendments.** The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiffs, Plaintiffs' Counsel, and Defendants and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

(c) **Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, or Plaintiffs' Counsel without the express written consent of each other Party hereto and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

(d) **Governing Law.** This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

(e) **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to settlement of PAGA claims in the Lawsuits.

(f) **Waiver of Compliance.** Any failure of any Party, Defense Counsel, and/or Plaintiffs' Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(g) **Counterparts.** This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

(h) **Attorneys' Fees and Costs.** With respect to this Agreement, neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for any of the Aggrieved Employees, or Plaintiffs may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein. Defendants shall bear their own attorney's fees and costs, and neither Plaintiffs' Counsel, Aggrieved Employees or the Plaintiffs shall be responsible for Defendants' attorney's fees and costs incurred in the Lawsuits. If any party moves the Court to enforce this Agreement due to a breach of the Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

(i) **Binding.** This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

(j) **Court's Retention of Jurisdiction.** The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

(k) **Authority.** Each Party to this Agreement expressly represents and warrants to have the authority necessary to execute this Agreement. Each person signing this Agreement on behalf of a corporation represents that they have the authority to agree to the terms hereof and execute this Agreement on behalf of said entity in accordance with the bylaws of such entity and that their signature will bind the entity to the terms of this Agreement.

17. No Solicitation: The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Aggrieved Employees to object to or appeal the Court's order approving the Settlement and dismissing the Action with prejudice.

18. No Tax Advice: The Parties understand that nothing contained in this this Agreement shall constitute legal or tax advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

19. Fair Settlement: The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

20. Stay of Litigation: Except with respect to Plaintiff Newsome's dismissal of the *Newsome* Action and joining in the *Fisher* Action as well efforts to effectuate the Agreement, the Parties agree that upon the execution of this Agreement the Lawsuits shall be stayed. The Parties further agree that they shall cooperate in any effort necessary to ensure that the Lawsuits are stayed. The Parties further agree that, upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330, the date to bring the case to trial under California Code of Civil Procedure section 583.310 is extended for the entire period of this settlement process, commencing on the date of the mediation March 11, 2024 until the earlier of the Effective Date or the date this Agreement is no longer of any force or effect.

21. Dismissal: Within 21 calendar days of full funding of the Gross Settlement Amount, subject to court approval of this provision, Plaintiffs shall cause all Plaintiffs' pending claims against Defendants to be dismissed, including dismissals with prejudice of all Plaintiffs' individual and PAGA claims. Plaintiffs shall also request dismissal of all class claims without prejudice.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

Dated: Apr 25, 2024

On behalf of DEFENDANT CI SECURITY SPECIALISTS, INC.


adrian potinga (Apr 25, 2024 08:51 PDT)

By: adrian potinga

Its: general manager and authorized representative

Dated: Apr 25, 2024

DEFENDANT ADRIAN POTINGA


adrian potinga (Apr 25, 2024 08:51 PDT)

Dated: Apr 26, 2024

DEFENDANT JAIRO CASTILLO


Jairo Castillo (Apr 26, 2024 11:15 PDT)

ADDENDUM TO PAGA SETTLEMENT AGREEMENT

CISS Management Group hereby ratifies and agrees to the Private Attorneys General Act (Labor Code Section 2698, et seq.) Settlement Agreement (“Agreement”) signed by Plaintiffs and all other Defendants in relation to the matters of *Fisher, et al. v. CI Security Specialists, Inc., et al.*, Los Angeles County Superior Court Case Number 23STCV15275, and *Newsome v. CI Security Specialists, Inc., et al.*, San Bernardino County Superior Court Case Number CIVSB2325086. This signature shall be affixed to Page 11 of 11 of the Agreement.

Dated: 05/16/24



[adrian potinga \(May 16, 2024 17:16 PDT\)](#)

On behalf of CISS Management Group

By: Adrian Potinga

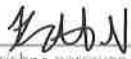
Dated: Apr 16, 2024

PLAINTIFF TAYLOR FISHER


Taylor Fisher (Apr 16, 2024 14:39 PDT)

Dated: Apr 16, 2024

PLAINTIFF KRISHNA KALIYA NARRAYAN


Krishna narayan (Apr 16, 2024 14:28 PDT)

Dated: Apr 16, 2024

PLAINTIFF LEONARDO VILCHIS

Dated: _____

PLAINTIFF MICHAEL NEWSOME

APPROVED AS TO FORM

Dated: _____

Karl Gerber
Employment Lawyers Group

Dated: _____

Raul Perez
Capstone Law APC

Dated: _____

PLAINTIFF TAYLOR FISHER

Dated: _____

PLAINTIFF KRISHNA KALIYA NARRAYAN

Dated: Apr 16, 2024

PLAINTIFF LEONARDO VILCHIS



leonardo vilchis (Apr 16, 2024 17:01 PDT)

Dated: _____

PLAINTIFF MICHAEL NEWSOME

APPROVED AS TO FORM

Dated: 4-16-24



Karl Gerber
Employment Lawyers Group

Dated: _____

Raul Perez
Capstone Law APC

Dated: _____

PLAINTIFF TAYLOR FISHER

Dated: _____

PLAINTIFF KRISHNA KALIYA NARRAYAN

Dated: _____

PLAINTIFF LEONARDO VILCHIS

Dated: 4/17/2024 _____

PLAINTIFF MICHAEL NEWSOME

DocuSigned by:
Michael Newsome
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APPROVED AS TO FORM

Dated: _____

Karl Gerber
Employment Lawyers Group

Dated: 04/17/2024 _____



Raul Perez
Capstone Law APC