PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement ("Agreement") is made and entered into by and between Plaintiff Vincent Williams ("Plaintiff") and Defendants Auto-Chlor System of Northern California, Inc. and Auto-Chlor System, LLC ("Defendants") (collectively referred to as "the Parties"), for the following purposes and with reference to the following facts, and is subject to approval of the Court.

I. DEFINITIONS

1. "Action" means and refers to Vincent Williams v. Auto-Chlor System of Northern California, Inc.., *et al.*, San Francisco Superior Court Case No. CGC-23-608789, and those claims identified by Plaintiff in his letters to the Labor Workforce Development Agency regarding Defendants dated July 13, 2023 and November 10, 2023.

2. "Court" means and refers to the San Francisco Superior Court.

3. "Defendants" means and refers to Auto-Chlor System of Northern California, Inc. and Auto-Chlor System, LLC.

4. "Defendant's Counsel" means and refers to Craig A. Horowitz of Horowitz & Clayton, a Professional Corporation.

5. "Effective Date" means and refers to the date the Court approves this PAGA Settlement and Release Agreement.

6. "Incentive Award" means and refers to the monetary amount to be paid to Plaintiff in an amount of up to $5,000 as an incentive for bringing this Action in a representative capacity.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "LWDA Settlement Proceeds" means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency.

9. "Net Settlement Amount" means and refers to the Settlement Amount less the Plaintiff's Counsel's attorneys' fees and litigation costs, Incentive Award, and the Settlement Administrator costs.

10. "Notice" means and refers to the notice that will be sent to the PAGA Employees after the Court's entry of its Order approving this PAGA Settlement and Release Agreement.

11. "PAGA Employees" is defined in Paragraph 18 of the Second Amended Complaint filed on May 3, 2024 and means and refers for settlement purposes to all current and former exempt and non-exempt employees of Defendants in California at any time between July 13, 2022 and April 10, 2026 who allegedly personally suffered the violations alleged during this period.

12. "PAGA Employees' Settlement Proceeds" means and refers to the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the PAGA Employees.

13. "PAGA Period" means and refers to the period from July 13, 2022 and April 10, 2026.

14. "PAGA Released Claims" mean any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorneys' fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by Plaintiff and/or any of the PAGA Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code §§201, 202, 204, 221, 224, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order Nos. 4-2001 and 7-2001 (8 C.C.R. §§11040, 11070), arising during the PAGA Period, from: alleged misclassification of exempt employees including but not limited to Branch Managers, failure to pay all wages on time and at termination, including minimum and overtime wages for all hours; unauthorized deductions from wages; failure to provide accurate, itemized wage statements; failure to maintain accurate wage and time records; failure to reimburse business-related expenses; and failure to provide compliant meal and rest periods.

15. "Parties" means and refers to the Plaintiff and the Defendants, collectively.

16. "Plaintiff" means and refers to Vincent Williams.

17. "Plaintiff's Counsel" means and refers to John A. Lofton of Aiman-Smith & Marcy, P.C.

18. "Released Parties" means and refers to, Auto-Chlor System of Northern California, Inc. and Auto-Chlor System, LLC, and their respective past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

19. "Settlement Administrator" means and refers to CPT Group, Inc. that will administer this PAGA Settlement and Release Agreement as agreed between the Parties and approved by the Court.

20. "Settlement Administrator Costs" means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement, including but not limited to fees and costs associated with: (1) performing a national change of address search for PAGA Employees; (2) establishing and maintaining the Qualified Settlement Fund for the disbursement of the Settlement Amount; (3) computing the amount of the settlement and other payments to be made from the Settlement Amount; (4) processing and mailing the settlement and other payments, including the Notice to the PAGA Employees, under this Settlement and Release Agreement; (5) printing and providing Plaintiff, Plaintiff's Counsel and the PAGA Employees with IRS 1099 forms as required by this Agreement and applicable law; (6) preparing, issuing, and filing any tax returns and information returns and other filings required by any governmental taxing authority or other governmental agency; and (7) for such other tasks as the Parties mutually agree upon or the Court orders the Settlement Administrator to perform.

21. "Settlement Amount" means and refers to the maximum settlement amount of One Hundred Forty Thousand Dollars ($140,000) that Defendants will pay under this Agreement.

II. PROCEDURAL HISTORY

22. Plaintiff Williams submitted a PAGA claim notice dated July 13, 2023 and an amended PAGA claim notice dated November 10, 2023 to the LWDA notifying it of his claims against Defendants on behalf of himself and similarly aggrieved employees. On September 1, 2023, Plaintiff filed this Action in San Francisco Superior Court, followed by a First Amended Complaint on September 18, 2023 and a Second Amended Complaint on May 3, 2024. The Action contains individual and PAGA-based claims concerning violations of Labor Code §§201, 202, 204, 221, 224, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order Nos. 4-2001 and 7-2001 (8 C.C.R. §§11040, 11070).

23. Defendants deny Plaintiff's claims and allegations, deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and deny that Plaintiff can proceed with his claims on a representative basis.

24. The Parties engaged in extensive discovery and exchange of relevant information.

25. Following a full-day mediation on January 12, 2026, and protracted negotiations thereafter, the Parties successfully negotiated a settlement of the entire Action. Defendants represent that the total number of aggrieved employees during the PAGA period is approximately 314 and the total number of pay periods during the PAGA period at issue is approximately 11,523.

26. Based on the foregoing and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiff, the LWDA, and the PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, and the various defenses asserted by Defendants.

27. The Parties agree that neither the Parties' settlement, nor this PAGA Settlement and Release Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement and Release Agreement, shall be construed as an admission by Defendants of any wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged herein, it is hereby agreed by and between the Parties as follows:

III. TERMS OF SETTLEMENT

28. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** The Parties agree that, subject to the Court's review and approval, Defendants will pay a total of One Hundred Forty Thousand Dollars ($140,000) under this Agreement ("Settlement Amount"). This Settlement Amount is inclusive of the PAGA settlement payment to Plaintiff, the State of California, the PAGA Employees, Plaintiff's Counsel's attorneys' fees and litigation costs, Plaintiff's Incentive Award, and the Settlement Administrator costs. Defendants will have no other monetary obligations under this Settlement and Release Agreement and no portion of the Settlement Amount will revert to Defendants.

(b) **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid a maximum of thirty-five percent of the Settlement Amount as attorneys' fees ($49,000), plus its reasonable litigation costs (estimated to be approximately $24,000, and not to exceed $25,000), based on actual costs to be submitted to the Court, both of which will be paid from the Settlement Amount. Defendants will not oppose a request for Court approval of these payments, provided they do not exceed these amounts. If the Court approves Plaintiff's counsel's payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the fees and expenses. Defendants agree not to oppose any contention by Plaintiff's Counsel that attorneys' fees should be based on the common fund theory.

(c) **Settlement Administrator Costs:** The Parties agree that the Settlement Administrator Costs (estimated to be approximately $6,500) shall be paid from the Settlement Amount.

(d) **Incentive Awards:** The Parties agree that, subject to the Court's review and approval, Plaintiff will request an Incentive Award in the amount of Five Thousand Dollars ($5,000).

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in items (b) through (d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount (approximately $55,500) and will be paid to the LWDA and the PAGA Employees as follows:

(i) Seventy-five percent (75%), estimated to be approximately $41,625, will be paid to the LWDA.

(ii) Twenty-five percent (25%) of the Net Settlement Amount, estimated to be approximately $13,875, will fund the PAGA Employees' Settlement Proceeds. Each PAGA Employee's share will be based on the following formula: Each of the PAGA Employees will receive a pro rata share of the PAGA Employees' Settlement Proceeds based on the number of pay periods he or she worked during the PAGA Period as compared to the total pay periods of the entire PAGA Period. Specifically, a total value per pay period will be derived by dividing the PAGA Employees' Settlement Proceeds by the total number of pay periods that all the PAGA Employees worked within the PAGA Period, and each PAGA Employee will have their respective number of pay periods multiplied by the total value per pay period to derive their respective share of the PAGA Employees' Settlement Proceeds..

IV. RELEASE BY PLAINTIFF AND PAGA EMPLOYEES

29. As of the Effective Date, Plaintiff, and his respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the PAGA Employees, release all claims for PAGA penalties arising out of or directly related to the allegations in the Action, including but not limited to the PAGA Released Claims, any individual PAGA claims, interest, attorneys' fees, costs, and all other PAGA claims and penalties alleged in the Action based on the allegations in the Complaint for the entirety of the PAGA Period ("Released Claims") and in particular the PAGA Employees have released their right to participate in or bring a claim under the PAGA for said claims or individual claims for the released Labor Code penalties. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, facts or law that Plaintiff now knows or believes to be true, but nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. If the Court requests a copy of the settlement agreement settling Plaintiff's individual claims, the Parties shall provide it to the Court.

30. Each PAGA Employee will be deemed to have made the foregoing Release as if by manually signing it.

31. Plaintiff additionally hereby provides a full and complete release of all claims against Defendants and affiliated entities, known and unknown, suspected or unsuspected, including a waiver of the protections of California Civil Code §1542. California Civil Code § 1542 provides:

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

V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURES

32. Plaintiff will file a motion and proposed order with the Court requesting the Court to approve this PAGA Settlement and Release Agreement, including the amounts to be paid to the LWDA, Plaintiff, the PAGA Employees, Plaintiff's Counsel for attorneys' fees and costs, and the Settlement Administrator.

33. At least seven (7) calendar days prior to filing the motion and proposed order with the Court, Plaintiff's Counsel will provide Defendants' Counsel with a draft of the motion and proposed order for Defendants' review and comment. In accordance with Labor Code §2699, Plaintiff's Counsel shall also submit the motion and proposed order and this Agreement to the LWDA on the same day it files the motion and proposed order with the Court.

34. Within fifteen (15) calendar days after the Effective Date, Defendants will provide the Settlement Administrator a list setting forth the names and last known addresses for each PAGA Employee in the PAGA Period.

35. Upon receiving the information described in Paragraph 34 from Defendants, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all former PAGA Employees to update his/her address, (ii) issuing the Notice and payments to the PAGA Employees, (iii) issuing

any required IRS forms, and (iv) issuing payments to the LWDA, Plaintiff's Counsel and Plaintiff, in accordance with the timeframe provided herein.

36. Within fifteen (15) calendar days after the Effective Date, Defendants shall transfer the Settlement Amount to the Settlement Administrator. Defendants shall wire transfer the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the PAGA Employees, Plaintiff, Plaintiff's Counsel, the Settlement Administrator, and the LWDA shall be paid from this Qualified Settlement Fund.

37. Once the Settlement Administrator has received the entire Settlement Amount, it shall distribute the funds. After the Settlement Administrator deducts the amount of Plaintiff's Counsel's approved attorneys' fees and costs, Plaintiff's Incentive Award, and the Settlement Administrator's costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

38. Within fifteen (15) calendar days after receiving the final wire transfer from Defendants, the Settlement Administrator shall mail the settlement checks to the PAGA Employees and the LWDA, and will wire to Plaintiff's Counsel its approved attorneys' fees and costs as specified in this agreement and send Plaintiff his Incentive Award. The settlement checks mailed to the PAGA Employees will be accompanied with a Notice explaining the payment and deadline to cash the check, and this Notice will be in a format that the Parties shall agree upon in good faith.

39. The PAGA Employees shall have 120 calendar days after mailing to cash their settlement checks. If any PAGA Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the PAGA Employee will be deemed to have waived irrevocably any right in or claim to his/her share, except that the PAGA Employee may seek to claim the funds from the DIR Unclaimed Property Fund, as noted below. The release nevertheless will be binding upon all PAGA Employees, including those who do not cash their checks within the 120-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the PAGA Employee who did not cash his/her check. Plaintiff, Defendants, Plaintiff's Counsel, Defendants' Counsel, and the Settlement Administrator will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

40. All Settlement payments to PAGA Employees will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms and corresponding state forms by the Settlement Administrator.

41. Plaintiff and the PAGA Employees will be solely responsible for correctly characterizing any compensation received under this settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendants, Plaintiff's Counsel, Defendants' Counsel, and the Settlement Administrator make no representations or warranties with respect to tax consequences

of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

VI. MISCELLANEOUS PROVISIONS

42. **Voiding the Agreement:** If for any reason the Court does not finally approve this Agreement, the Parties shall first attempt in good faith to address the concerns of the Court, if possible, including by amending the terms this Agreement. If the Parties are unable to reach a mutually agreeable amendment to the Agreement or take other actions that will satisfy the Court, both this Agreement and the concurrent Confidential and Release Agreement of Plaintiff's individual claims from the same Action shall be considered void *ab initio* and shall be of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever.

43. **Confidentiality:** The Parties will keep the terms of settlement confidential through court approval of settlement, except as necessary to request approval by the court. Thereafter, the Parties will agree to make no comments to the media publicizing the terms of the settlement. In response to any media inquiries, Plaintiff will state that "the case was resolved with Court approval." Neither Plaintiff nor Plaintiff's counsel shall publicize the Settlement or Settlement amount through any social media legal or general newspaper or periodical. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys, or tax advisors;; or (ii) Plaintiff's counsel from communicating with the Plaintiff in this case, discussions with PAGA Employees regarding the settlement, the LWDA, or with the court in which this action is pending.

44. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

45. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

46. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other and the Settlement Administrator to accomplish the terms of this Agreement, including but not limited to executing such documents, providing such information, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

47. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

48. **No Admission:** Defendants' agreement to enter into this Agreement is not and shall not claimed to be, construed as, or deemed an admission by Defendants as to the truth or merit of the allegations in the Action or that they have any liability to Plaintiff or the PAGA Employees as a result of the allegations in the Action. Defendants deny that they have engaged in

any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone based on the allegations in the Action. Defendants have entered into this Agreement solely for the purpose of compromising highly disputed claims.

49. **Dismissal:** Within 30 days after the 120-day check cashing deadline, or as soon as is practicable after any compliance hearing set by the Court, Plaintiff shall request dismissal of the Action with prejudice.

50. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code §1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement. To be clear, the Parties shall have the right to submit this Agreement in order to enforce the terms of this Agreement or for the Court's approval of this Agreement without regard to California Evidence Code §1152 and/or Federal Rule of Evidence 408 or other restriction from disclosure herein.

51. **Enforcement Actions:** Except as otherwise provided in this Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party its or his reasonable attorneys' fees and costs incurred in connection with any such action or proceeding. This Settlement and Release Agreement is enforceable pursuant to California Code of Civil Procedure §664.6.

52. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, or on the second business day after emailing, the physical or email addresses below:

To Plaintiff:

John A. Lofton, Esq.
Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1000
Oakland, CA 94621
Email: jal@asmlawyers.com

To Defendants:

Craig A. Horowitz, Esq.
Horowitz & Clayton, a Professional Corporation
300 Corporate Pointe, Suite 355
Culver City, CA 90230
Phone: (310) 442-1122
Email: hcattys@aol.com

53. **Construction:** The Parties hereto agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or their or its counsel participated in the drafting of this Agreement.

54. **Captions and Interpretations:** Paragraph, titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

55. **Modification:** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

56. **Choice of Law:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

57. **Integration Clause:** Aside from the separate individual settlement agreement entered into separately between the Parties, this Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby with respect to the PAGA claims alleged by Plaintiff in the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

58. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

59. **Counterparts:** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

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

61. **Severability:** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

62. **Stay of Action:** Upon execution of this Settlement Agreement, Plaintiff shall file a Notice of Conditional Settlement with the Court, all pending motions shall be deemed withdrawn, and the trail date vacated.

63. **Prevailing Party:** Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff the prevailing Party for any purpose, including, but not limited to, an award of attorneys' fees and costs, except as set forth in Paragraph 28(b) above. Except as set forth in Paragraph 28(b) and the right to recover fees under Paragraph 51, the Parties agree that each Party shall bear their own attorneys' fees and costs.

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THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: June 30, 2026

By: Signed by: 47EF9082CA47475...
Vincent Williams

DATED: June 30, 2026

By: Edward Ivy
Authorized Representative for Auto-Chlor System of Northern California, Inc. and Auto-Chlor System, LLC

APPROVED AS TO FORM:

DATED: June 30, 2026

AIMAN-SMITH & MARCY, P.C.

By: ______________________
John A. Lofton
Attorneys for Plaintiff

DATED: June __, 2026

HOROWITZ & CLAYTON, A PROFESSIONAL CORPORATION

By: Craig A. Horowitz
Craig A. Horowitz
Attorneys for Defendants