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12 EDWARD J. WRIGHT JR.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SOLANO**
15

16 JOSE BUSTOS RUIZ on behalf of himself and
all other similarly situated,

17 Plaintiffs,

18 v.

19 TRIPACK aka TRIPACK, INC., a California
20 corporation; VICTORIA RAMIREZ, an
individual; EDWARD J. WRIGHT JR., an
21 individual; and DOES 1 through 100, Inclusive

22 Defendants.
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27
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CASE NO.: CU24-04526

[Assigned for all purposes to the Hon.
Christine A. Carringer - Dept. 12]

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

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement (“**Settlement Agreement**”) is made
3 and entered into by and between (1) plaintiff JOSE BUSTOS RUIZ, individually and on behalf
4 of all others similarly situated (“**Plaintiff**”), and (2) defendants TRIPACK aka TRIPACK, INC.
5 (“**Tripack**”), VICTORIA RAMIREZ (“**Ramirez**”) and EDWARD J. WRIGHT JR. (“**Wright**”)
6 (together, “**Defendants**”) (collectively, the “**Parties**”), and is subject to the terms and
7 conditions below, and to the Court’s approval.

8 The Parties expressly acknowledge that this Settlement Agreement is entered into solely
9 for the purpose of compromising significantly disputed claims and that nothing in this
10 Settlement Agreement is an admission of liability or wrongdoing by Defendants. If for any
11 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties
12 will be returned to their respective positions immediately prior to and as if they had never
13 executed this Settlement Agreement as more fully set forth below.

14 **DEFINITIONS**

15 The following definitions are applicable to this Settlement Agreement. Definitions
16 contained elsewhere in this Settlement Agreement will also be effective:

- 17 1. “**Action**” means *Jose Bustos Ruiz v. Tripack aka Tripack, Inc., et al.*, Solano
18 County Superior Court Case No. CU24-04526.
- 19 2. “**Claims Administrator**” means Phoenix Class Action Administration Solutions
20 (“Phoenix”) or any other third-party class action settlement claims administrator agreed to by
21 the Parties and approved by the Court for the purposes of administering this Settlement. Each of
22 the Parties represents that they do not have any financial interest in the Claims Administrator or
23 otherwise have a relationship with the Claims Administrator that could create a conflict of
24 interest.
- 25 3. “**Claims Administration Expenses**” means the costs payable to the Claims
26 Administrator for administering this Settlement, including, but not limited to, printing,
27 translating into Spanish, conducting a National Change of Address (“NCOA”) search,
28 distributing (including with appropriate postage), and tracking documents for this Settlement in

1 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
2 Individual Settlement Payments, Class Representatives Enhancement Payment, Class Counsel
3 Fees and Costs, and providing necessary certification of completion of notice, reports and
4 declarations, establishing and administering a qualified settlement fund account and other
5 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
6 Claims Administration Expenses are currently estimated to be not more than Eight Thousand
7 Dollars and No Cents (\$8,000).

8 4. “***Class Counsel***” means Michael Nourmand and James A. De Sario of The
9 Nourmand Law Firm, APC.

10 5. “***Class Counsel Fees and Costs***” means attorneys’ fees, costs, and expenses
11 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs
12 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
13 associated with documenting the Settlement, providing any notices required as part of the
14 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
15 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
16 request attorneys’ fees not to exceed 35% of the Gross Settlement Amount or Ninety-Six
17 Thousand Two Hundred Fifty Dollars and No Cents (\$96,250) and litigation costs and expenses
18 not to exceed Thirty Thousand Dollars and No Cents (\$30,000). Defendants have agreed not to
19 oppose Class Counsel’s request for Class Counsel Fees and Costs.

20 6. “***Class List***” means a complete list of all Class Members that Plaintiffs and
21 Defendants will diligently and in good faith compile from their records, and records obtained
22 from non-party staffing agencies, and provide on a confidential basis to the Claims
23 Administrator within 15 business days after the Court’s entry of an order granting preliminary
24 approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and
25 Defendants will use their best efforts to include each Class Member’s full name; most recent
26 mailing address; last known telephone number if readily available; dates of employment;
27 number of workweeks worked during the Class Period; and Social Security number.
28

1 7. **“Class Member(s)”** or **“Settlement Class”** means Plaintiff and all current and
2 former hourly non-exempt employees of Tripack employed within California during the Class
3 Period. As of May 20, 2025, Defendants estimate and have represented that there are
4 approximately 205 Class Members who in aggregate worked approximately 9,608 workweeks.

5 8. **“Class Period”** means the period from June 13, 2020, through June 6, 2025.

6 9. **“Class Representative Enhancement Payment”** means the amount to be paid
7 from the Gross Settlement Amount to the named Plaintiff in exchange for executing a general
8 release and in recognition of his effort in prosecuting the Action on behalf of Class Members.
9 Plaintiff will request and Defendants will not oppose Plaintiffs’ application to the court for a
10 payment of Ten Thousand Dollars and No Cents (\$10,000) for named Plaintiff’s willingness to
11 serve as Class Representative.

12 10. **“Court”** means the Solano County Superior Court, or any other court taking
13 jurisdiction of the Action.

14 11. **“Effective Date”** means the date when the Final Approval Order becomes final
15 and Defendants fully fund the Gross Settlement Amount. For purposes of this Paragraph, the
16 Final Approval Order “becomes final” upon the last to occur of the following: (a) if there are no
17 objections to the Settlement, the date the Court enters an order granting final approval of the
18 Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not
19 sought from the Final Approval Order, the day after the time period to appeal the Settlement
20 has expired, i.e., 60 days from the date the Court enters an order granting final approval of the
21 Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is
22 timely sought from the Final Approval Order, the day after the Final Approval Order is
23 affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order is
24 no longer subject to further judicial review.

25 12. **“Gross Settlement Amount”** means the maximum settlement amount of Two
26 Hundred Seventy-Five Thousand Dollars and No Cents (\$275,000), to be paid by Tripack in
27 full satisfaction of all claims arising from the Action. The Gross Settlement Amount includes
28 all Individual Settlement Payments to Participating Class Members, the Class Representative

1 Enhancement Payment, Claims Administration Expenses, Class Counsel Fees and Cost, and
2 PAGA penalties in the amount of Ten Thousand Dollars and No Cents (\$10,000) of which 75%
3 or Seven Thousand Five Hundred and No Cents (\$7,500) will be paid to the Labor Workforce
4 Development Agency (“LWDA”) and 25% or Two Thousand Five Hundred Dollars and No
5 Cents (\$2,500) to PAGA Aggrieved Employees. Tripack will pay the employer's share of
6 payroll taxes, as applicable, in addition to the Gross Settlement Amount.

7 13. “**Individual Settlement Payment**” means each Participating Class Member’s and
8 PAGA Aggrieved Employee’s share of the Net Settlement Amount, to be distributed to
9 Plaintiffs, PAGA Aggrieved Employees, and Class Members who do not request exclusion
10 from the settlement.

11 14. “**Net Settlement Amount**” means the maximum amount available for distribution
12 to Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
13 Enhancement Payment, Claims Administration Expenses, and \$10,000 as PAGA penalties from
14 the Gross Settlement Amount.

15 15. “**Notice of Objection**” means a Class Member’s valid and timely written
16 objection to the Settlement Agreement. For the objection to be valid, it must include: (a) the
17 objector’s full name, signature, address, and telephone number; and (b) a written statement of
18 all grounds for the objection accompanied by any legal support for such objection. Further, an
19 objector may appear at the Final Approval hearing, either in person or through counsel, at their
20 expense, regardless of whether the objector submitted a Notice of Objection. The Parties will be
21 permitted to respond in writing to such objections at least seven (7) calendar days prior to the
22 Final Approval hearing or within the time-period set by the Court.

23 16. “**Notice**” means the Notice of Class Action Settlement, substantially in the form
24 attached as Exhibit A.

25 17. “**PAGA**” means the California Private Attorneys General Act of 2004, which is
26 codified in California Labor Code § 2698, *et seq.*

27 18. “**PAGA Aggrieved Employees**” means Plaintiff and all current and former hourly
28 non-exempt employees of Tripack who worked within California at any time during the PAGA

1 Period. Defendants have represented that as of May 20, 2025, there are approximately 104
2 PAGA Aggrieved Employees who worked approximately 2,029 Pay Periods during the PAGA
3 Period.

4 19. ***“PAGA Period”*** means the period from June 13, 2023, through June 6, 2025.

5 20. ***“PAGA Settlement Amount”*** means the portion of the Gross Settlement Amount
6 allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have
7 agreed that the PAGA Settlement Amount is Ten Thousand Dollars and Zero Cents (\$10,000),
8 subject to Court approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five
9 Hundred Dollars and Zero Cents (\$7,500) will be paid to LWDA and the remaining 25% or
10 Two Thousand Five Hundred Dollars and Zero Cents (\$2,500) will be distributed to PAGA
11 Aggrieved Employees.

12 21. ***“Participating Class Members”*** means all Class Members who do not submit
13 valid Requests for Exclusion.

14 22. ***“Preliminary Approval”*** means the Court order granting preliminary approval of
15 the Settlement Agreement.

16 23. ***“Released PAGA Claims”*** means any and all claims for civil penalties under
17 PAGA based on the California Labor Code violations alleged in the Notice sent by Plaintiff to
18 LWDA, including California Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3,
19 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1199, as well as all facts, theories, or
20 claims for civil penalties that were pled in the operative Complaint and PAGA Notice, or that
21 could have been pled based on the factual allegations pled in the operative Complaint and the
22 PAGA Notice during the PAGA Period.

23 24. ***“Released Claims”*** means all wage and hour claims, penalties, interest, and
24 causes of action, arising from or related to the claims pled in Plaintiff’s operative Complaint or
25 that could have been pled in the Complaint based on the factual allegations pled in the
26 Complaint, including all claims for alleged unpaid minimum and overtime wages, failure to
27 provide meal breaks or compensation in lieu thereof, failure to issue accurate wage statements,
28 failure to pay all earned wages owed upon termination, unfair competition claims under

1 California Business & Professions Code § 17200, *et seq.* based on the Labor Code violations
2 alleged, and any penalties, restitution, disgorgement, interest or attorneys' fees. This release
3 will cover all Class Members who do not opt out.

4 25. ***"Released Parties"*** means Defendants and their former and present parents,
5 subsidiaries, and affiliated companies and entities, franchisors and franchisees, and all of their
6 current, former, and future owners, officers, shareholders, directors, members, managers,
7 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
8 attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or
9 legal representatives.

10 26. ***"Request for Exclusion"*** means a timely letter submitted by a Class Member
11 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
12 forth the name, address, telephone number, and last four digits of the Social Security Number of
13 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by
14 mail or fax to the Claims Administrator at the specified address or fax number indicated in the
15 Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement;
16 and (e) be faxed or postmarked on or before the Response Deadline.

17 27. ***"Response Deadline"*** means the deadline by which Class Members must fax or
18 postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the
19 Settlement, or dispute workweeks worked. The Response Deadline will be 45 calendar days
20 from the initial mailing of the Notice by the Claims Administrator. The Response Deadline for
21 Request for Exclusion, objection, or dispute workweeks worked will be extended 15 calendar
22 days for any Class Member who is re-mailed a Notice by the Claims Administrator in
23 accordance with the notice procedure described in Paragraphs 34 through 37 of this Settlement
24 Agreement. The Response Deadline may also be extended by express agreement between Class
25 Counsel and Defendants' counsel.

26 **TERMS OF AGREEMENT**

27 Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as
28 follows:

1 28. **Impact of Any Court Determination Not to Enter Final Approval Order.** If
2 the Court does not enter a Final Approval Order and this Settlement Agreement does not
3 become effective, the following will occur: (a) on the date final approval is denied, the status of
4 the Action will be deemed to return to its status at the time immediately prior to and as if the
5 Parties had never executed this Settlement Agreement; and (b) Defendants will pay the Claims
6 Administrator for any costs incurred by the Claims Administrator.

7 29. **Settlement Funding.** On the date that the Court enters an Order preliminarily
8 approving the Settlement, or by September 22, 2025, which ever occurs earlier, Tripack will
9 make the first of four installment payments of the Gross Settlement Amount, in the amount of
10 Seventy-Five Thousand Dollars and No Cents (\$75,000). The second installment payment in
11 the amount of Seventy-Five Thousand Dollars and No Cents (\$75,000) will be made within 15
12 business days of the Final Approval Order becoming final. The third installment payment of
13 Sixty-Two Thousand Five Hundred Dollars and No Cents (\$62,500) will be made within six (6)
14 months of the Final Approval Order. The fourth and final installment payment of Sixty-Two
15 Thousand Five Hundred Dollars and No Cents (\$62,500), plus Tripack's share of payroll taxes,
16 will be made within 12 months of the Final Approval Order. Defendants will provide a
17 declaration from Tripack attesting to the ability to pay and the need for the four installment
18 payments of the Gross Settlement Amount. The four installment payments, including Tripack's
19 share of payroll taxes, shall be deposited with the Claims Administrator who will deposit the
20 funds into an interest-bearing trust account referred to as the Qualified Settlement Fund account
21 from which the Claims Administrator will have authority to distribute money in accordance
22 with the terms of this Settlement Agreement. Tripack's share of the payroll taxes, which shall
23 be paid in addition to the Gross Settlement Amount, for the installment payments will be made
24 with the assistance of the Claims Administrator to calculate the appropriate amount of
25 Tripack's share of the payroll taxes.

26 30. **Class Counsel Fees and Costs.** Defendants agree not to oppose or impede any
27 application or motion by Class Counsel for Class Counsel Fees in the amount of up to Ninety-
28 Six Thousand Two Hundred Fifty Dollars and No Cents (\$96,250), plus the reimbursement of

1 the actual costs and expenses associated with Class Counsel's litigation and settlement of the
2 Action, not to exceed Thirty Thousand Dollars and No Cents (\$30,000). In consideration of
3 their awarded attorneys' fees and costs and expenses, Plaintiff and Class Counsel waive any
4 and all claims to any further attorneys' fees and expenses in connection with the Action.

5 31. **Class Representative Enhancement Payment.** In exchange for named
6 Plaintiff's executing a general release, and in recognition of their effort in prosecuting the
7 Action on behalf of Class Members, Defendants agree not to oppose or impede any application
8 or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars and
9 No Cents (\$10,000) to Plaintiff. The Class Representative Enhancement Payment, which will be
10 paid from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Settlement
11 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay
12 any and all applicable taxes, penalties, and/or interest on the payment made pursuant to this
13 paragraph and will hold Defendants harmless from any claim or liability for taxes, penalties, or
14 interest arising as a result of the payment.

15 32. **Claims Administration Expenses.** The Claims Administrator will be paid for
16 the reasonable fees and costs of administration of the Settlement, which are estimated no to
17 exceed \$8,000. These will include, *inter alia*, fees and costs payable to the Claims
18 Administrator for printing, translating into Spanish (or other first-languages of Class Members,
19 if necessary), distributing (including with appropriate postage), and tracking documents for this
20 Settlement in English and Spanish, any searches to locate any Class Members, calculating
21 estimated amounts per Class Member, tax reporting, distributing the Individual Settlement
22 Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs,
23 payment to LWDA for PAGA penalties, and providing necessary certification of completion of
24 notice, reports, and declarations, establishing and administering a Qualified Settlement Fund
25 account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and
26 W-2 IRS forms, calculating Tripack's share of payroll taxes on the wage portion of the
27 Individual Settlement Payments and coordinating related reporting, and other responsibilities as
28

requested by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

33. **Net Settlement Amount.** The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class and PAGA Aggrieved Employees in accordance with the terms of this Agreement.

34. **Individual Settlement Payment Calculations.** Defendants will provide the Claims Administrator with the total number of workweeks worked by each Participating Class Member and PAGA Aggrieved Employee. The Claims Administrator will divide the Net Settlement Amount by the total number of workweeks worked by Participating Class Members ("**Workweek Rate Amount**") and then multiply this amount by each Participating Class Member's total number of workweeks worked to yield that individual's Net Settlement Payment. If a Class Member submits a timely Request for Exclusion from the Settlement, their share of the settlement will be added to the Net Settlement Amount.

NET SETTLEMENT AMOUNT	X	Participating Class Member's Workweeks Worked
Total number of Workweeks Worked by all Participating Class Members		

In addition, each Class Member who is a PAGA Aggrieved Employee will be paid a pro-rata share of the \$2,500.00 allocated for PAGA penalties to PAGA Aggrieved Employees, as calculated by the Claims Administrator, with a formula similar to payments to Participating Class Members.

\$2,500 for PAGA Penalties to PAGA Aggrieved Employees	X	Individual PAGA Aggrieved Employee's Pay Periods during PAGA Period
Total number of Pay Periods for all PAGA Aggrieved Employees during PAGA Period		

1 The Individual Settlement Payment for any Participating Class Member who is also a
2 PAGA Aggrieved Employee shall include the Participating Class Member's share of the PAGA
3 Settlement Amount allocated for PAGA penalties to PAGA Aggrieved Employees.

4 Class Members who are also PAGA Aggrieved Employees will not be permitted to
5 exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
6 payments in the appropriate amounts will be distributed by the Claims Administrator by mail to
7 the PAGA Aggrieved Employees, including PAGA Aggrieved Employees who submitted a
8 request for exclusion from the Class.

9 35. **No Credit Toward Benefit Plans.** All Individual Settlement Payments to Class
10 Members shall be deemed to be income to such Class Members solely in the year in which such
11 payments actually are received by the Class Members. It is expressly understood and agreed
12 that the receipt of such Individual Settlement Payments will not entitle any Class Member to
13 additional compensation or benefits under any company bonus, paid time off (including
14 vacation and sick leave), or other compensation or benefit plan or agreement in place during the
15 period covered by the Settlement, nor will it entitle any Class Member to any increased
16 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the
17 intent of this Settlement that the Individual Settlement Payments provided for in this Agreement
18 are the sole payments to be made by Defendants to the Class Members in connection with this
19 Settlement, and that the Class Members are not entitled to any new or additional compensation
20 or benefits as a result of having received the Individual Settlement Payments (notwithstanding
21 any contrary language or agreement in any benefit or compensation plan document that might
22 have been in effect during the period covered by this Settlement).

23 36. **Claims Administration Process.** The Parties agree to cooperate in the
24 administration of the settlement and to make all reasonable efforts to control and minimize the
25 costs and expenses incurred in administration of the Settlement.

26 37. **Delivery of the Class List.** Within 15 business days from Preliminary Approval,
27 Defendants will provide the Class List to the Claims Administrator.
28

1 38. **Notice by First-Class U.S. Mail.** Within 10 calendar days after receiving the
2 Class List from Defendants, the Claims Administrator will mail the Notice to all Class
3 Members via regular First-Class U.S. Mail.

4 39. **Confirmation of Contact Information in the Class Lists.** Prior to mailing, the
5 Claims Administrator will perform a search based on the National Change of Address Database
6 for information to update and correct for any known or identifiable address changes. Any
7 Notice returned to the Claims Administrator as non-deliverable on or before the Response
8 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and
9 the Claims Administrator will indicate the date of such re-mailing on the Notice. If no
10 forwarding address is provided, the Claims Administrator will promptly attempt to determine
11 the correct address using a skip-trace, or other search using the name, address and/or Social
12 Security number of the Class Member involved, and will then perform a single re-mailing.
13 Those Class Members who receive a re-mailed Notice will have between the later of (a) an
14 additional 15 calendar days, or (b) the Response Deadline to fax or postmark a Request for
15 Exclusion, submit an objection to the Settlement or dispute workweeks worked.

16 40. **Notice.** All Class Members will be mailed the Notice. The Notice will provide:
17 (a) information regarding the nature of the Action, (b) a summary of the Settlement's principal
18 terms, (c) the Settlement Class definition, (d) each Class Member's number of workweeks
19 worked during the Class Period, (e) each Class Member's estimated Individual Settlement
20 Payment; (f) the dates which comprise the Class Period, (g) instructions on how to submit valid
21 Requests for Exclusion, objections, or dispute workweeks worked, (h) the deadlines by which
22 the Class Member must fax or postmark Request for Exclusions, submit objections to the
23 Settlement, or dispute workweeks worked, and (i) the claims to be released, as set forth in this
24 Settlement Agreement.

25 41. **Request for Exclusion Procedures.** Any individual wishing to opt out from the
26 Class Settlement must sign and fax or postmark a written Request for Exclusion to the Claims
27 Administrator within the Response Deadline. The date of the fax or postmark on the return
28 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has

1 been timely submitted. The Parties to this Agreement and their counsel agree that they will not
2 solicit or encourage Class Members to opt-out or object to this Settlement Agreement. If the
3 Court approves the compromise of the PAGA claim, all PAGA Aggrieved Employees are
4 bound by the Court's resolution of that claim. Individuals who are PAGA Aggrieved
5 Employees who submit a request for exclusion from the Class Settlement will nevertheless
6 receive their pro-rata share of the 25% of the PAGA Settlement Amount allocated for PAGA
7 penalties to PAGA Aggrieved Employees.

8 42. **Defective Submissions.** If a Class Member's Request for Exclusion is defective
9 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
10 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
11 letter within three (3) calendar days of receiving the defective submission to advise the Class
12 Member that their submission is defective and that the defect must be cured to render the
13 Request for Exclusion valid. The Class Member will have until the later of (a) the Response
14 Deadline, or (b) 15 calendar days from the date of the cure letter to fax or postmark a revised
15 Request for Exclusion.

16 43. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class
17 Member who does not affirmatively opt out of the Class Settlement by submitting a timely and
18 valid Request for Exclusion will be bound by all of the Settlement's terms, including those
19 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
20 the PAGA Aggrieved Employees), as well as any Judgment that may be entered by the Court if
21 it grants final approval to the Settlement. If the Court approves the compromise of the PAGA
22 claim, PAGA Aggrieved Employees who submit a request for exclusion from the Class
23 Settlement will nevertheless be bound by the Court's resolution of the PAGA claim and receive
24 their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Aggrieved
25 Employees.

26 44. **Objection Procedures.** To object to the Settlement Agreement, a Class Member
27 may not submit a Request for Exclusion and may mail a valid Notice of Objection to the Claims
28 Administrator by the Response Deadline. The Claims Administrator will notify counsel for the

1 Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice
2 of Objection must be signed by the Class Member and contain all information required by this
3 Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means
4 for determining that the Notice of Objection is timely. Class Members who wish to object will
5 have a right to appear at the Final Approval Hearing, with or without counsel at their own
6 expense, in order to have their objections heard by the Court, regardless of whether they
7 submitted a Notice of Objection. At no time will any of the Parties or their counsel seek to
8 solicit or otherwise encourage Class Members to submit written objections to the Settlement
9 Agreement or appeal from the Final Approval Order and Judgment.

10 45. **Certification Reports Regarding Individual Settlement Payment**

11 **Calculations.** The Claims Administrator will provide Defendants' counsel and Class Counsel a
12 weekly report which certifies: (a) the number of Class Members who have submitted a valid
13 Request for Exclusion; (b) the number of Class Members who have submitted a valid Notice of
14 Objection; and (c) the number of any deficient Requests for Exclusion or objections.
15 Additionally, the Claims Administrator will provide to counsel for both Parties any updated
16 reports regarding the administration of the Settlement Agreement as needed or requested.

17 46. **Timing of Distribution of Individual Settlement Payments.** Within three (3)
18 calendar days of the fourth and final installment being deposited as set forth above, the Claims
19 Administrator will issue payments to (a) Participating Class Members and PAGA Aggrieved
20 Employees; (b) Plaintiff; (c) Class Counsel; and (d) payment to LWDA. The Claims
21 Administrator will also issue a payment to itself for Court-approved services performed in
22 connection with the settlement.

23 47. **Uncashed or Undeliverable Settlement Checks.** Individual settlement checks
24 paid to participating Class Members will be valid for 180 days. Participating Class Members
25 180 calendar days from the date of issuance of the check to cash their check. For any check not
26 cashed after 180 calendar days, the Claims Administrator will send the amount represented by
27 the check to the California State Controller's Office Unclaimed Property Fund, with the identity
28 of the Participating Class Member to whom the funds belong, to be held for the participating

1 Class Member per California Unclaimed Property Law, in the interest of justice. The money
2 paid to the California State Controller's Office Unclaimed Property Fund will remain the
3 Participating Class Member's property. This will allow Participating Class Members who did
4 not cash their checks to collect their Individual Settlement Amounts at any time in the future.
5 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
6 California Code of Civil Procedure section 384 shall not apply. The funds will be held by the
7 State until claimed by the employee and the uncashed check never ceases to be the employee's
8 property.

9 48. **Increase in Workweeks.** Defendants represent that as of May 20, 2025, there
10 are approximately 9,608 total workweeks during the Class Period. If the actual total number of
11 workweeks for the Class Period exceeds 9,608, then Tripack shall increase the Gross Settlement
12 Amount by \$28.62 (Gross Settlement Amount divided by 9,608) for each additional workweek
13 above 9,608 or elect to change the end date of the Class Period to a date that results in no more
14 than 9,608 total workweeks. However, if Defendants elect to change the end date of the Class
15 Period, then they must make the election at least 10 days prior to Plaintiff filing the motion for
16 preliminary approval.

17 49. **Certification of Completion.** Upon completion of administration of the
18 Settlement, the Claims Administrator will provide a written declaration under oath to certify
19 such completion to the Court and counsel for all Parties.

20 50. **Treatment of Individual Settlement Payments.** All Individual Settlement
21 Payments will be allocated as follows: (a) 100% of each PAGA Aggrieved Employee's pro-rate
22 share of the \$2,500 allocated for PAGA penalties shall be allocated as penalties; (b) 20% of
23 each Individual Settlement Payment will be allocated for the settlement of wage claims (and
24 subject to applicable taxes and withholdings); and (c) 80% of each Individual Settlement
25 Payment will be allocated to interest and penalties (and not subject to taxes or withholdings).
26 The portion allocated to wages in each Individual Settlement Payment will be reported on an
27 IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS
28 Form-1099 by the Claims Administrator.

1 51. **Administration of Taxes by the Claims Administrator.** The Claims
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
3 Aggrieved Employees, Class Counsel, and Defendants any W-2, 1099, or other tax forms as
4 may be required by law for all amounts paid pursuant to this Settlement Agreement. The Claims
5 Administrator will also be responsible for forwarding all payroll taxes and other legally
6 required withholdings, and related reporting, to the appropriate government authorities.

7 52. **Responsibility for Employer-Side Taxes.** For any portion of the Class
8 Members' Individual Settlement Payments that is designated as "wages" for purposes of tax
9 reporting, the employer's-side taxes, employer contributions of all federal, state, and local taxes
10 (including, but not limited to, FICA, FUTA, and SDI), will be paid by Tripack in addition to the
11 Gross Settlement Amount, via and with the Claims Administrator's assistance.

12 53. **Circular 230 Disclaimer.** EACH OF THE PARTIES TO THIS AGREEMENT
13 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
14 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
15 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF
16 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
17 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
18 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
19 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
20 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
21 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (b) THE
22 ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
23 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
24 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (ii) HAS NOT ENTERED INTO
25 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
26 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (iii) IS NOT
27 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY

1 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (iv) NO
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
3 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
4 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
5 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
6 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
7 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

8 54. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
11 demand, action, cause of action or right released and discharged in this Settlement Agreement.

12 55. **Releases of Claims.** (a) **By Class Members.** Upon the date the Court enters an
13 order granting final approval of the Settlement and the Gross Settlement Amount is fully funded
14 by Tripack, all Class Members who do not timely submit a valid Request for Exclusion do and
15 will be deemed to have fully, finally and forever released, settled, compromised, relinquished,
16 waived, and discharged any and all of the Released Parties of and from any and all Released
17 Claims and will be barred from prosecuting or participating in any and all Released Claims
18 against the Released Parties. (b) **By PAGA Aggrieved Employees.** Upon the date the Court
19 enters an order granting final approval of the Settlement and the Gross Settlement Amount has
20 been fully funded by Tripack, the State of California and PAGA Aggrieved Employees
21 (regardless of whether they have opted out of the Class Settlement) release the Released Parties
22 from the Released PAGA Claims and will be barred from prosecuting or participating in any
23 and all Released PAGA Claims against the Released Parties.

24 56. **General Release of Claims by Plaintiff.** Upon the date the Court enters an order
25 granting final approval of the settlement and the Gross Settlement Amount is fully funded, in
26 addition to the claims being released by all Class Members, Plaintiff will provide the following
27 additional general release (“**General Release**”): Plaintiff, on his own behalf and on behalf of
28 his heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally

1 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
2 every nature and description whatsoever, known or unknown, asserted or that might have been
3 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
4 regulation arising out of, relating to, or in connection with any act or omission by or on the part
5 of any of the Released Parties committed or omitted prior to the execution of this Agreement.
6 This General Release includes any unknown claims Plaintiff does not know or suspect to exist
7 in his favor at the time of this General Release, which, if known by him, might have affected
8 his settlement with, and release of, the Released Parties or might have affected his decision not
9 to object to this Settlement or this Release. To the extent the foregoing releases are releases to
10 which Section 1542 of the California Civil Code or similar provisions of other applicable law
11 may apply, Plaintiff expressly waives any and all rights and benefits conferred upon him by the
12 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
13 which are as follows:

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

20 The significance of this release and waiver of Civil Code Section 1542 has been explained to
21 Plaintiff by his counsel. Release by Plaintiff expressly excludes any claims for workers
22 compensation against Tripack.

23 57. **Neutral Reference.** Tripack agrees that it will only provide a neutral reference
24 for Plaintiff should any prospective employer or anyone contact Tripack regarding Plaintiff's
25 employment with Tripack. Tripack shall only provide the dates of employment and Plaintiff's
26 last job title held with Tripack.

27 58. **Nullification of Settlement Agreement.** If: (a) the Court does not finally
28 approve the Settlement as provided in this Settlement Agreement; or (b) the Settlement does not

1 become final for any other reason, then this Settlement Agreement and any documents
2 generated to bring it into effect will be null and void and any installment settlement payments
3 of the Gross Settlement Amount shall be returned to Tripack, provided that any incurred costs
4 for claims administration will be paid by Tripack. Any order or judgment entered by the Court
5 in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
6 In such case, the Settlement shall not be used or be admissible in any subsequent proceedings,
7 either in this Action, this Court, or any other Court or forum.

8 59. **Preliminary Approval Hearing.** Plaintiffs will obtain a hearing before the
9 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a
10 Preliminary Approval Order for: (a) conditional certification of the Settlement Class for
11 settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, and
12 (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
13 Order will provide for the Notice to be sent to all Class Members as specified in this Settlement
14 Agreement. In conjunction with the Preliminary Approval motion, Plaintiffs will submit this
15 Settlement Agreement, which sets forth the terms of this Settlement and will include the
16 proposed Notice.

17 60. **Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration
18 of the deadlines to fax or postmark Request for Exclusion or submit objections to the
19 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness
20 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
21 with the amounts properly payable for (a) Individual Settlement Payments; (b) the Class
22 Counsel Fees and Costs; (c) the Class Representative Enhancement Payment; (d) payment to
23 LWDA for PAGA penalties; and (e) all Claims Administration Expenses. Class Counsel will be
24 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
25 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
26 Approval/Settlement Fairness Hearing.

27 61. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement
28 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a

1 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
2 3.771(b), the Claims Administrator shall post on its website a copy of the Judgment for a period
3 of 30 days from the date the Court signs the Judgment. After entry of the Judgment, the Court
4 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
5 enforcement of the terms of the Settlement Agreement, (b) settlement administration matters,
6 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in
7 this Settlement Agreement.

8 62. **Exhibits Incorporated by Reference.** The terms of this Settlement Agreement
9 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
10 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
11 integral part of the Settlement.

12 63. **Entire Agreement.** This Settlement Agreement and any attached Exhibits
13 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
14 written or oral agreements may be deemed binding on the Parties. The Parties expressly
15 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
16 1856(a), which provide that a written agreement is to be construed according to its terms and
17 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
18 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
19 this Agreement.

20 64. **Amendment or Modification.** This Settlement Agreement may be amended or
21 modified only by a written instrument signed by counsel for all Parties or their successors-in-
22 interest.

23 65. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
24 warrant and represent they are expressly authorized by the Parties whom they represent to
25 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
26 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
27 execute any other documents required to effectuate the terms of this Settlement Agreement. The
28 Parties and their counsel will cooperate with each other and use their best efforts to effect the

1 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
2 content of any document needed to implement the Settlement Agreement, or on any
3 supplemental provisions that may become necessary to effectuate the terms of this Settlement
4 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

5 66. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
6 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
7 Agreement, as previously defined.

8 67. **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
11 copies of the signature page, will be deemed to be one and the same instrument provided that
12 counsel for the Parties will exchange among themselves original signed counterparts.

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

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

24 70. **Captions.** The captions and section numbers in this Agreement are inserted for
25 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
26 the provisions of this Agreement.

27 71. **Waiver.** No waiver of any condition or covenant contained in this Agreement or
28 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or
2 remedy.

3 72. **Enforcement Actions.** If one or more of the Parties institutes any legal action or
4 other proceeding against any other Party to enforce the provisions of this Settlement Agreement
5 or to declare rights and/or obligations under this Settlement Agreement, the successful Party
6 will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs,
7 including expert witness fees incurred in connection with any enforcement actions.

8 73. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
9 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
10 will not be construed more strictly against one party than another merely by virtue of the fact
11 that it may have been prepared by counsel for one of the Parties, it being recognized that,
12 because of the arms-length negotiations between the Parties, all Parties have contributed to the
13 preparation of this Agreement.

14 74. **Representation By Counsel.** The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this
16 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
17 and advice of counsel.

18 75. **All Terms Subject to Final Court Approval.** All amounts and procedures
19 described in this Settlement Agreement will be subject to final Court approval.

20 76. **Cooperation and Execution of Necessary Documents.** All Parties will
21 cooperate in good faith and execute all documents to the extent reasonably necessary to
22 effectuate the terms of this Settlement Agreement.

23 77. **Binding Agreement.** The Parties warrant that they understand and have full
24 authority to enter into this Agreement, and further intend that this Agreement will be fully
25 enforceable and binding on all Parties, and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
27 provisions that otherwise might apply under federal or state law.

1 78. **No Admission of Liability.** Nothing contained in this Settlement Agreement
2 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
3 on the part of Defendants. Each of the Parties has entered into this Settlement Agreement with
4 the intention to avoid further disputes and litigation, and the attendant inconvenience and
5 expense, and to fully and forever buy their respective peace. This Settlement Agreement shall
6 be inadmissible in evidence in any action or proceeding, by any party, except an action or
7 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
8 terms.

9 79. **Communications.** The Parties and their counsel agree that they will not
10 publicize or issue or post any press releases, advertising, or marketing, or initiate any contact
11 with the media about this case or the parties involved, including the fact, amount, or terms of
12 the Settlement. If counsel for either Party receives an inquiry about the Settlement from the
13 media, counsel may only respond that a settlement has been reached. Before the date on which
14 the Parties file their motion for preliminary approval of the Settlement, Plaintiff and Class
15 Counsel will not initiate any contact with Class Members other than Plaintiff about the
16 Settlement, except that, if contacted by a Class Member, they may respond that a settlement has
17 been reached and that the details will be communicated in a forthcoming Court-approved
18 notice.

19 80. **Disputes.** Any dispute between the Parties concerning the interpretation or
20 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
21 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
22 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Michael J.
23 Loeb, Esq. for mediation before being submitted to the Court, unless the Parties agree
24 otherwise.

25 81. **Applicable Law.** All terms and conditions of this Stipulation and its exhibits
26 will be governed by and interpreted according to the laws of the State of California, without
27 giving effect to any conflict of law or choice of law principles.
28

82. **Declaration Regarding Financial Hardship.** Defendants shall provide a declaration from an individual with personal knowledge of Tripack's financial condition to attest to the fact that the Gross Settlement Amount needs to be paid in four installments. Plaintiff shall file the declaration with the Court in support of the motion for preliminary approval.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 05/27/2025



Jose Bustos Ruiz

DEFENDANT

Dated: _____

Victoria Ramirez, CEO
Tripack aka Tripack, Inc.

DEFENDANT

Dated: _____

Victoria Ramirez, individually

DEFENDANT

Dated: _____

Edward J. Wright Jr., individually

APPROVED AS TO FORM

Dated: May 27, 2025

THE NOURMAND LAW FIRM, APC

By: James A. De Sario
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
JOSE BUSTOS RUIZ, on behalf of himself
and all others similarly situated

82. **Declaration Regarding Financial Hardship.** Defendants shall provide a declaration from an individual with personal knowledge of Tripack's financial condition to attest to the fact that the Gross Settlement Amount needs to be paid in four installments. Plaintiff shall file the declaration with the Court in support of the motion for preliminary approval.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Jose Bustos Ruiz

DEFENDANT

Dated: 5/27/2025

DocuSigned by:
VICTORIA RAMIREZ
Victoria Ramirez, CEO
Tripack aka Tripack, Inc.

DEFENDANT

Dated: 5/27/2025

DocuSigned by:
VICTORIA RAMIREZ
Victoria Ramirez, individually

DEFENDANT

Dated: 5/27/2025

DocuSigned by:
Ed Wright
Edward J. Wright Jr., individually

APPROVED AS TO FORM

Dated: _____, 2025

THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
JOSE BUSTOS RUIZ, on behalf of himself
and all others similarly situated

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Dated: 5/27/2025, 2025

PETERSON WATTS LAW GROUP, LLP

Signed by:
By: Jeremy S. Millstone
Jeremy S. Millstone, Esq., Of Counsel

Attorneys for Defendants
TRIPACK aka TRIPACK, INC., VICTORIA
RAMIREZ, and EDWARD J. WRIGHT, JR.

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