MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement ("MSA") is entered into as of March 6, 2025, and is intended to set forth material terms and conditions of a Global Settlement and releases of all the County AB 218 Cases (as defined below).

1. **Parties**: The parties to this MSA (the "Parties") are:

   a. The County of Los Angeles ("the County")

   b. Plaintiffs alleging childhood sexual abuse in County AB 218 Cases and who are represented by the following law firms (collectively, the "Law Firms" and all plaintiffs therein named or represented, the "Plaintiffs"):

      i. Abir Cohen Treyzon & Salo LLP
      ii. Allred, Maroko & Goldberg
      iii. Andrews & Thornton
      iv. Bay Cities Law Group
      v. Becker Law Group
      vi. Booth Law
      vii. Boucher LLP
      viii. Carillo Law Firm LLP
      ix. Cifarelli Law Firm
      x. Clarkson Law Firm
      xi. Claypool Law Firm
      xii. D. Miller & Associates
      xiii. DiCello Levitt
      xiv. DeWitt Algorri + Algorri, LLP
      xv. Downtown L.A. Law Group
      xvi. Greenberg Gross LLP
      xvii. Halpern & Associates
      xviii. Herman Law
      xix. K. Adenili Law
      xx. Kabateck LLP
      xxi. Kevin Anderson
      xxii. Law Office of Anthony M. DeMarco
      xxiii. Law Offices of Bejamin Michael Bress
      xxiv. Law Offices of Isaac Toveg
      xxv. Law Offices of Justin King
      xxvi. Levin Simes Abrams LLP
      xxvii. Lewis Farmer Law Group

xxviii. Liakos Law
xxix. Mary Alexander Law
xxx. McKenzie Scott (Case No. 22PSCV01391)
xxxi. McNicholas & McNicholas LLP
xxxii. Oakwood Legal Group
xxxiii. Pfau Cochran Vertetis Amala (Case No. 22PSCV01391)
xxxiv. Peiffer Wolf Carr Kane Conway & Wise
xxxv. Prestige Law Firm
xxxvi. Ray & Seyb LLP
xxxvii. Resolute Trials
xxxviii. Ryan Law Group
xxxix. Salazar Evans LLP
xl. SL Chapman
xli. Slater Slater Schulman LLP
xlii. Solouki & Savoy
xliii. Waters Kraus Paul & Siegel
xliv. Winer, Burritt & Scott
xlv. Zalkin Law Firm PC

2. **Settled Claims**

a. For purposes of this MSA, "AB 218" refers to California Assembly Bill Number 218, chaptered by the California Secretary of State on October 13, 2019, titled the California Child Victims Act, which took effect on January 1, 2020 and extended the statute of limitations for filing civil claims for childhood sexual assault and opened a three-year lookback window from 2020 through 2022 for childhood sexual assault claims that had previously expired.

b. This MSA applies to the following claims, collectively referred to as the "County AB 218 Cases":

i. All cases deemed to be an "LAC Camp Case" coordinated before Judge Lawrence P. Riff with lead case 22STCV25961.

ii. All cases deemed related to lead case no. 21STCV20949 (known to be a "MacLaren Hall" case) before Judge Elaine Lu.

iii. All cases deemed complex and related for administrative purposes only (known to be a "Los Angeles Foster Care case") before Judge Laura Seigle.

iv. *T.B. v. Doe 1*, Orange County Superior Case Number 30-2022-01275477.

v. *Q.D. v. County of San Bernardino, et al.,* San Bernardino Superior Court Case Number CIVSB2219919.

vi. *R.F. v. Doe 1, et al.*, Kern County Superior Court Case Number BCV-22-102244.

vii. *R.G. v.* County *of Kern, et al.*, Kern County Superior Court Case Number BCV-22-102211.

viii. *Jane Roe v. County of Los Angeles*, LA Superior Case Number 22STCV12760.

ix. *John Doe v. Doe 1, et al.*, LA Superior Case Number 21STCV41051.

x. *John D.F. Doe v. County of Los Angeles*, LA Superior Case Number 22STCV38725.

xi. *R.S. v. Greater Los Angeles Area Council, Boy Scouts of America, et al.*, LA Superior Case Number 22STCV37551.

xii. *Quintin Geiser vs. County of Los Angeles et all.,* San Bernardino Superior Court Case Number CIVSB2229000.

xiii. All childhood sexual abuse cases against or naming as defendants (in name or via pseudonym) the County of Los Angeles or any of its agencies, departments or past or current employees, agents, officers or elected officials, pursuant to AB 218 and/or California Code of Civil Procedure sections 340.1 or 340.11, filed or identified on the list of pending and any unfiled cases for the Law Firms listed in Section b above provided to counsel for the County of Los Angeles, on or before March 31, 2025.

xiv. All unfiled cases with the firms listed in Section 1.b. above shall be filed and served by April 30, 2025. County will stipulate to allow service on those cases despite the lack of a Court order on pending Certificates of Merit on Exh. A.

3. **Approval of Settling Parties**

The purpose of this MSA Term Sheet is to memorialize the terms presented to the Settling Parties for consideration as detailed further herein. No party to this MSA has the authority to bind any Settling Plaintiff or Settling Defendant, respectively, and that authority rests solely with each Settling Plaintiff and with Settling Defendant, individually.

a. This settlement is conditioned upon the approval of the LA County Board of Supervisors. If the Board of Supervisors does not approve this settlement, all obligations provided for by this MSA are null and void. Glaser Weil, shall recommend to the LA County Board of Supervisors that the Board of Supervisors approve this settlement

b. The Law Firms shall provide necessary information and recommend approval of the Global Settlement described below to counsel for each prospective Settling Plaintiff and to each of their respective clients.

    i. Each prospective Settling Plaintiff shall be provided with a copy of the Individual Settlement Agreement and Release.

    ii. Law Firms shall use their best efforts to obtain the approval of and a signed Individual Settlement Agreement and Release from each prospective Settling Plaintiff on or before June 30, 2025.

    iii. Beginning on May 30, 2025 and continuing every other week, Plaintiffs will provide County with a settlement status list detailing which Plaintiffs have completed their settlement and release agreement and which, if any, Plaintiffs are opting not to participate.

    iv. On June 30, 2025, Law Firms shall provide County Counsel with the identity of those plaintiffs who have accepted, those plaintiffs who have rejected, and those plaintiffs who have failed to respond to the Individual Settlement Agreement and Release. The spreadsheet Law Firm will provide containing this information will be mutually agreed upon by the parties.

    v. As set forth in the Individual Settlement Agreements and/or Individual Quick Pay Settlement Agreements, the settlements shall be effective on the date of delivery to counsel for the County of all completed and fully-executed Settlement Agreements by all Settling Plaintiffs ("Effective Date"), subject to the satisfaction, or waiver by County (in its sole discretion), of the conditions precedent.

    vi. Each Settling Plaintiff will be informed in writing by their respective counsel that the County will have the right to cancel the settlement if a specified number of Plaintiffs do not elect to participate and provide a release.

4. <u>**Conditional Settlement**</u>

a. The Parties acknowledge that the County shall pursue one or more judgment obligation bonds to fund this MSA which may require the entry of judgments against the County. The settlement is conditioned on the Parties agreeing to stipulate to any necessary judgment(s) against the County and to cooperate in carrying out and effecting any steps that may be required in the stipulated judgment process.

b. The Parties acknowledge that the judgment obligation bonds the County is pursuing will require a court's approval in a validation action pursuant to California Code of Civil Procedure section 860 *et seq.* and California Government Code sections 53511 and 53589.5 (the "Validation Action"). This settlement is conditioned on the court's granting of a final judgment in the Validation Action (the "Final Judgment").

c. In any case where Plaintiffs do not provide a full release against all defendants, that individual plaintiff's settlement is conditioned upon all Courts in the County AB 218 Cases finding the settlement to have been made in good faith pursuant to Code of Civil Procedure sections 877 and 877.6. The County's obligation to fund any aspect of this settlement shall not accrue until findings of good faith settlement have been issued in all cases in which they are warranted or upon waiver of this condition by County.

d. The Parties acknowledge and agree to resolve their claims without admission of any liability or fault in any way and that no past or present wrongdoings or liability shall be implied on the part of the County by way of payment, negotiation, or this MSA.

5. **County Right to Rescind:**

a. The parties understand that individual Plaintiffs may not affirmatively elect to participate in the Global Settlement with County ("Non-Participating Plaintiffs"). The parties further agree that the Global Settlement outlined in this MSA may be rescinded and of no force or effect as to any Plaintiff, at the sole and absolute discretion of County, in the event of either of the following (collectively, "Non-Allowable Elections"):

i. Either 1.5% of the total Plaintiffs covered by this MSA are Non-Participating Plaintiffs; or

ii. More than 120 Plaintiffs are Non-Participating.

b. For any Non-Participating Plaintiff, their counsel shall encourage the Plaintiff to participate in a mediation before Judge Lou Meisinger (Ret.) or such other mediator as the parties may agree. The cost of mediation is at Plaintiffs' expense.

c. Participation Discovery – OSC

i. On or before May 30, 2025, Plaintiff's counsel shall serve the Participation Discovery requests propounded by the County upon all unaccounted-for Plaintiffs who shall within 30 days provide written verified responses to the

Participation Discovery or shall affirmatively elect to participate or not participate in the Global Settlement.

ii. Any unaccounted-for Plaintiff who fails to respond to the Defendant County's Participation Discovery by June 29, 2025 shall be subject to an OSC re: Dismissal with prejudice.

iii. At the June 30, 2025 hearing, the Court will order notice of a July 30th dismissal with prejudice for all Plaintiffs who have not complied with the Court's order to respond to Participation Discovery, or failed to complete a PFS or failed to elect to either participate in the settlement by completing a Settlement and Release or having affirmatively opted out of the settlement by noon July 30, 2025.

iv. There will be no further action required of those Plaintiffs who signed the release or have affirmatively opted out of the settlement.

v. The County will agree that those who are in violation of the Court's order shall have until noon on July 30, 2025 to comply with the Court's initial order. On July 30, 2025 at 4p.m., the parties shall jointly provide the Court with a list of all Non-Participating Plaintiffs who have failed to complete the Participation Discovery and have not either signed a Settlement and Release or affirmatively opted out of the settlement, the Court will dismiss with prejudice those Plaintiffs' cases who have failed to comply with the June 30, 2025 OSC.

vi. The parties shall jointly request an Order from the appropriate Court for the dismissal of the case if the Plaintiff fails to respond to the OSC on or before noon July 30, 2025.

d. If any of the following conditions occur, the County may in its sole discretion rescind this MSA:

i. One or more of the Future Non-Settled AB 218 Cases which have not been identified to the County on or before March 31, 2025 is brought by any of the law firms set forth in paragraph 1 b above.

ii. After all reasonable and good faith efforts have been made by the County, the County is unable to obtain financing for this settlement that the County in good faith deems is necessary, including, without limitation, the County's inability to obtain a Final Judgment validating any judgment obligation bonds pursuant to California Code of Civil Procedure section 860 *et seq.* and California Government Code sections 53511 and 53589.5.

e. The Parties agree and acknowledge that certain law firms not listed in paragraph 2(b) above have filed AB 218 cases but are not a party to this MSA. The County agrees that it has no right to rescind or modify this MSA based upon the fact that any of these other claims were not filed or identified on or before March 31, 2025.

f. Plaintiffs' Fact Sheets

i. All Plaintiffs' Fact Sheets for those claims to be included in this settlement shall be completed, filed, and served by no later than June 30, 2025. Failure of a Plaintiff to do so will result in an Order to Show Cause Re: Dismissal with a cure period of thirty (30) days from notice of obligation to cure.

ii. If a Plaintiff fails to cure within the thirty (30) days, the Parties will jointly seek to have such Plaintiffs' claims dismissed with prejudice and not included in this settlement.

iii. For those Plaintiffs for which a Plaintiffs' Fact Sheet cannot be filed by June 30, 2025 because the Law Firms are unable to communicate with such Plaintiff, the Plaintiffs' Law Firms shall use best efforts to restore communication with such Plaintiffs and obtain the completion of a Plaintiff Fact Sheet by noon on July 30, 2025.

iv. If a Plaintiff's Fact Sheet cannot be completed, filed and served by noon on July 30, 2025 such claim shall be dismissed with prejudice for failure to comply with a Court order re: Plaintiff's Fact Sheets and failure to participate in the litigation.

6. **Material Terms of Settlement Agreements**

The general material terms of the Global Settlement are summarized below. In the event this summary inadvertently conflicts with or varies from the terms of the Individual Settlement Agreements, the Parties agree that the terms of that agreement, attached as Exhibit A, shall control.

a. Settlement Amount: County shall pay a total of $4,000,000,000 (Four Billion Dollars) ("Settlement Amount") at the times and in the manner set forth below to fully and finally settle the Settled Claims as to all Settling Defendants. County shall have no obligation to pay any amount if it exercises its right to cancel the settlement as described in Paragraph 5.

b. Future Claims Fund: The County shall set aside out of the $4 Billion Settlement Amount the sum of $200,000,000.00 (Two-Hundred Million Dollars) for claims that are not filed or identified to counsel for the County of Los Angeles until after March 31, 2025, regarding incidents that occurred on or before January 1, 2024 ("Future AB 218 Claims"). For this purpose, $50,000,000.00 (Fifty Million Dollars) shall be set aside from each of the first four payments (c.i-c.iv) identified in paragraph c, below.

i. The allocation protocol for payment of Future AB 218 Claims shall be determined by the Claim Administrator in a manner that is consistent with the agreed upon allocation protocol and (a) assigns more settlement value to similar claims filed or identified to counsel for the County on or before

March 31, 2025; and (b) assigns less value to cases that fail to present sufficient evidence to satisfy the Claim Administrator that they meet the burden of delayed discovery, regardless of when such case was filed or identified to counsel for the County. If either provision (a) or (b) cannot be satisfied in any particular Future AB 218 Claims, the monies the County may use to settle such later claim must be consistent with these provisions.

ii. If the total amount paid in settlement of Future AB 218 Claims and the administrative costs collectively exceed Two-Hundred Million Dollars, the County shall be solely responsible for payment of the excess amount. If the amount paid in settlement of Future AB 218 Claims and the resolution of the Non-Participating Claims as set forth in section 5.a of this MSA, and the administrative costs total less than Two-Hundred Million Dollars, the amount remaining shall be returned to the Settlement Fund and be available to pay for the claims filed or identified on or before March 15, 2025. The total administrative costs and total paid in settlement of Future AB 218 Cases will be calculated as of October 1, 2029. If any dispute arises regarding the costs or remaining claims, such dispute shall be submitted to binding mediation with the Honorable Louis Meisinger (Ret.) or an agreed-upon alternative mediator should Judge Meisinger be unavailable.

iii. On January 15, 2026, and on each one-year anniversary thereafter, the County shall provide the Law Firms with an accounting of all credits, debits, and the balance of the Future Claims Fund.

c. Settlement Administration Costs

i. The parties will stipulate to the issuance of a Case Management Order ("CMO") in the cases set forth in paragraph 2.b above whereby the County shall withhold six-tenths of one percent (0.6%) of the Total Settlement Amount in order to pay the assessment for the Expense Fund established in accordance with the CMO.

ii. The costs associated with the administrative and allocation process shall be shared equally. The County agrees to advance $2,500,000 (Two Million Five Hundred Thousand Dollars) towards these costs within sixty (60) days of the Board of Supervisors approval. Except as set forth in the allocation protocol, neither County nor any of the other Settling Defendants shall have any responsibility of any sort in connection with the allocation process.

iii. The County shall provide no more than $15,000,000.00 (Fifteen Million Dollars) to offset Plaintiffs' share of the cost of administration of the settlement.

iv. The County will be reimbursed up to $15,000,000 (Fifteen Million Dollars) from any unused portion of the Expense Fund.

d. Payment of Settlement Amount: Unless it otherwise cancels the settlement, County shall pay the Settlement Amount as directed by the Law Firms, including to one or more collective Qualified Settlement Fund Accounts, as follows:

i. By the later date of January 15, 2026 or 60-days after the Final Judgment on the Validation Action ("Initial Payment Date") subject to adjustment for unanticipated financing delays County shall pay a first installment of $800,000,000 (Eight Hundred Million Dollars); and

ii. By the later date of January 15, 2027 or by the 1-year anniversary of the Initial Payment Date, the County shall pay its Second installment of $800,000,000 (Eight Hundred Million Dollars); and

iii. By the later date of January 15, 2028 or by the 2-year anniversary of the Initial Payment Date, the County shall pay its Third installment of $800,000,000 (Eight Hundred Million Dollars); and

iv. By the later date of January 15, 2029 or by the 3-year anniversary of the Initial Payment Date, the County shall pay its Fourth installment of $800,000,000 (Eight Hundred Million Dollars); and

v. On the later date of January 15, 2030 or by the 4-year anniversary of the Initial Payment Date, the County shall pay its Fifth and final installment $800,000,000 (Eight Hundred Million Dollars).

e. For each Non-Participating Plaintiff, the County will be reimbursed from the QSF the average value per claim of the global settlement and may utilize the Future Claims Fund as necessary to resolve any such claim or claims.

f. Allocation of Settlement Amount:

i. Settlement Allocator: Settling Plaintiffs will engage and seek Court appointment of the Honorable Lou Meisinger (Ret.) as the Claims Administrator (the parties recognize that Judge Meisinger may bring in one or more additional retired judge(s) to assist in the allocation process), and BrownGreer as the Claim Processor and QSF Trustee to effectuate the terms of this MSA. The method and manner by which the Settlement Amount is allocated among Settling Plaintiffs is the sole and exclusive responsibility of Judge Meisinger in consultation with the Settling Plaintiffs and their counsel and consistent with the Allocation Protocol.

ii. As a component of this MSA the County may elect to offer one or more claimants a "Quick Pay" settlement in the form set forth in Exhibits C and D. Any and all claimants who elect the Quick Pay option shall be paid in full. If the County elects to proceed with this Global Settlement, payment shall be paid out of first funds paid as set forth in Section 6(d)(i) above.

g. Conditions Precedent to Settlement: Each of the following is a condition precedent to the Global Settlement:

i. Dismissals—On or before August 31, 2025, each and every Settling Plaintiff shall execute and deliver to the claims processor who shall hold for the County an original dismissal with prejudice of his/her action as to each Settling Defendant. Claims processor shall hold the dismissal document in trust and shall be authorized to provide to County for filing with the applicable Superior Court only upon full payment of the Settlement Amount.

ii. Individual Settlement Agreements: Each of the Settling Plaintiffs shall execute and deliver to County a fully executed and completed Individual Settlement Agreement and Release in the form attached as Exhibit A.

h. Mutual Releases

i. Every settling plaintiff ("Settling Plaintiff") will release (and absent the need for financing judgments, dismiss with prejudice) every named defendant ("Settling Defendants") except for certain non-County-affiliated defendants ("Non-Settling Defendants") who will be identified by Law Firms by May 1, 2025.

With the exception of the Non-Settling Defendants, every settling plaintiff shall release the Settling Defendants and all other persons and entities of any kind or nature, wherever located, whether known or unknown, whether named or unnamed as a party in the pending AB 218 litigation (the "Claim") who were, are, or in the future may be responsible in any way for that Settling Plaintiff's injuries and damages alleged in that claim or that could have been alleged in that claim, including any and all of the Settling Defendants' and other foregoing persons' and entities' respective principals, agents, employees, clergy, members of religious orders, volunteers, directors, officers, trustees, shareholders, attorneys, accountants, advisors, affiliates, subsidiaries, divisions, parent companies, insurers, reinsurers, insurance agents, sureties, and bonding companies (collectively, "the Defendant Releasees"), from and against any and all causes of action, claims, damages, demands, liabilities, contracts, costs and obligations of every kind, known and unknown, contingent or noncontingent, matured and unmatured, which the Settling Plaintiff now has, has had, or may have in the future by virtue of any act, matter, cause, omission, or thing whatsoever up to the Effective Date of this MSA arising out of, or in any way relating to the Claim, or any other claims that could have been asserted in that claim.

ii. County shall release all Settling Plaintiffs as well as their agents, servants, attorneys, executors, administrators and other representatives from any and all causes of action, claims, demands, liabilities, contracts, costs and obligations of every kind, known and unknown, matured and unmatured, which the County now have, heretofore have had, or may have in the future by virtue of any act, matter, cause, omission, or thing whatsoever up to the Effective Date of this MSA arising out of or in any way relating to the Settled Claim.

iii. This MSA shall be of no force or effect and shall not release any claims against a Non-Settling Defendant, identified in Paragraph 9(a) of the Individual Settlement Agreement and Release attached as Exhibit A.

iv. The Parties expressly waive all rights under Civil Code 1542.

i. Authority: Each Settling Plaintiff and each Settling Defendant shall represent and warrant that they have the sole right and exclusive authority to execute this MSA, that they are not restricted in doing so, and that they have not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any claim or demand relating to any matter covered by this MSA. Each Settling Plaintiff and each Settling Defendant shall further agree to indemnify any of their respective releasees from any and all claims, demands, loss, damage, liability and expense, including costs of suit and reasonable attorneys' fees resulting from any breach of the representations or warranties contained in this Paragraph.

j. Plaintiffs' Expenses and Liens: BrownGreer shall act as the Lien Administrator. Each Settling Plaintiff shall bear his or her own medical expenses, loss of earnings, tax obligations, lien expenses, and all damages or losses of any type whatsoever, without limitation. Each Settling Plaintiff warrants that any and all liens against or tax obligations arising from his or her recovery in his or her action will be satisfied by such Settling Plaintiff and that no payments shall be made to such Plaintiff unless and until Medicare and California Medi-Cal confirms that it will not assert any reimbursement claim or lien with respect to compensation awarded to Plaintiff. Settling Plaintiffs' counsel shall be responsible for managing and funding the Medicare lien release process with the input and oversight of the County. Each such Settling Plaintiff agrees to indemnify and hold harmless the Defendant Releasees for those obligations and/or liens arising from his/her claim or recovery. In particular, but without limiting the foregoing, following the Effective Date of this MSA, the Defendant Releasees shall not pay for, or reimburse, any expenses on behalf of plaintiffs for any therapy or counseling sessions.

k. Confidentiality: As to any settling Plaintiff who elects, the parties shall stipulate to the issuance of a protective order with respect to the electing Plaintiff's name and the amount allocated to that Plaintiff. At the request of a Settling Plaintiff, each individual settlement, including the amount paid to that Plaintiff, shall be kept confidential to the extent not otherwise prohibited by Code of Civil Procedure Section 1002, except as necessary to be disclosed in connection with the litigation of non-released claims, the litigation of indemnity or insurance coverage claims, the verification and resolution of liens as set forth in Paragraph 7(g), good faith settlement determinations, if any, and as otherwise required by law, public records act request or judicially ordered. (Upon receipt by County of any public records act request that seeks information involving the name of or amount received by any individual under this MSA, County shall promptly notify Counsel for that individual.) For the avoidance of doubt, factual information related to the Action is not confidential under any circumstances and this provision shall not in any way prohibit anyone from reporting to, or communicating with, law enforcement. The Parties acknowledge no additional consideration is being exchanged for this confidentiality provision.

l. Choice of Law and Forum: If any action is commenced to enforce or interpret any of the provisions of the MSA, the Parties agree that this MSA shall be interpreted, enforced and governed by the law of the State of California, exclusive of California law pertaining to conflicts of law. The Parties agree that this MSA constitutes a written stipulation within the provisions of California Code of Civil Procedure section 664.6 and may be enforced pursuant to the terms of that Section. The Los Angeles Superior Court will retain jurisdiction to enforce this MSA pursuant to California Code of Civil Procedure section 664.6. The Parties agree that any action to enforce this MSA, or any right hereinafter, must be brought in a Court having its situs within the County of Los Angeles, State of California, and no other Court.

m. No Admission of Liability: This Settlement Agreement is the resolution of disputed claims and is not an admission of liability on the part of any Party or parties released, which liability is expressly denied.

7. Cessation of Advertising and Marketing

The Law Firms shall immediately cease all advertising related to childhood sexual assault cases against the County of Los Angeles involving: the County's Camp facilities, Maclaren Hall, or Los Angeles County foster care placements.

On behalf of the County of Los Angeles (subject to formal County approval):

Date: 4.23.25

Andrew Baum
Glaser Weil Fink Howard Jordan & Shapiro LLP

Date: 4.23.25

Tom Guterres
Collins + Collins LLP

On behalf of Plaintiffs:

Boris Treyzon (Apr 25, 2025 09:55 PDT)

Date: Apr 25, 2025

Boris Treyzon
Abir Cohen Treyzon Salo, LLP

Todd Becker (Apr 25, 2025 13:02 PDT)

Date: Apr 25, 2025

Todd Becker
Becker Law Group

Date: April 25, 2025

Patrick McNicholas
McNicholas & McNicholas LLP

Blake Woodhall (Apr 27, 2025 21:46 PDT)

Date: Apr 27, 2025

Blake Woodhall
Herman Law

Date: April 24, 2025

Raymond Boucher
Boucher LLP

Adam Slater (Apr 25, 2025 20:24 EDT)

Date: Apr 25, 2025

Adam Slater
Slater Slater Schulman LLP

Date: ________

James Lewis
Slater Slater Schulman LLP

Date: ________

Michael Carney
Slater Slater Schulman LLP

______________________________ Date: April 24, 2025
Raymond Boucher
Boucher LLP

______________________________ Date: ________
Adam Slater
Slater Slater Schulman LLP

______________________________ Date: 4-25-25
James Lewis
Slater Slater Schulman LLP

______________________________ Date: ________
Michael Carney
Slater Slater Schulman LLP

Date: April 24, 2025

Raymond Boucher
Boucher LLP

Date: ________

Adam Slater
Slater Slater Schulman LLP

Date: ________

James Lewis
Slater Slater Schulman LLP

Date: 4/24/25

Michael Carney
Slater Slater Schulman LLP