SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into by and between Plaintiff Timothy Thome ("Plaintiff"), individually and on behalf of the Thome Class (as defined below), as Assignee of NOVAtime Technology, Inc., Ascentis Corporation, and Ascentis Holdings, LP, and their respective heirs, executors, administrators, next of kin, trustees, beneficiaries, attorneys, agents, successors, and assigns (collectively, the "Thome Plaintiffs"), and AXIS Insurance Company, and its agents, principals, servants, representatives, officers, directors, attorneys, employees, members, shareholders, predecessors, successors, assigns, and divisions (collectively, "AXIS"). The Plaintiff and AXIS are sometimes referred to herein collectively as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, AXIS is an insurance company that issued a Privatus Platinum Policy to Ascentis Holdings, LP under Policy No. MLN635765/01/2019 for the policy period February 15, 2019 to February 15, 2020 (the "2019 AXIS Policy");

WHEREAS, AXIS also issued a Privatus Platinum Policy to Ascentis Holdings, LP under Policy No. P-001-000247286-01 for the policy period February 15, 2020 to February 15, 2021 (the "2020 AXIS Policy");

WHEREAS, NOVAtime Technology, Inc. ("NOVAtime") is an Insured under the 2019 AXIS Policy and the 2020 AXIS Policy (collectively, the "AXIS Policies");

WHEREAS, on August 14, 2019, Timothy Thome filed a class action lawsuit against NOVAtime in the Circuit Court of Cook County, Illinois under Case No. 2019 CH 09380 (the "Underlying Lawsuit") asserting claims for alleged violations of the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS § 14/1 *et seq.*;

WHEREAS, the Underlying Lawsuit was subsequently removed to the U.S. District Court for the Northern District of Illinois under docket number 1:19-cv-06256;

WHEREAS, on January 23, 2020, Timothy Thome filed a first amended class action complaint in the Underlying Lawsuit, which remained the operative pleading in the Underlying Lawsuit;

WHEREAS, NOVAtime sought a defense and indemnity in connection with the Underlying Lawsuit from AXIS under the AXIS Policies;

WHEREAS, AXIS denied NOVAtime's tender of the Underlying Lawsuit on February 12, 2020;

WHEREAS, NOVAtime, and its parent company, Ascentis Corporation, subsequently resolved the Underlying Lawsuit by agreeing to a Confession of Judgment in the total amount of \$14.1 million on the condition that the Thome Class would not seek to collect \$10 million of the judgment in exchange

for an assignment of NOVAtime's, Ascentis Corporation's, and Ascentis Holdings, LP's (collectively, the "Insureds") rights under the AXIS Policies, as well as an assignment to the Thome Class of any contract or tort causes of action that the Insureds could assert against AXIS arising from AXIS's denial of coverage;

WHEREAS, on October 2, 2020, Thome and NOVAtime entered into a "Class Action Settlement Agreement and Release" in the Underlying Lawsuit (the "Underlying Settlement Agreement");

WHEREAS, the Underlying Settlement Agreement addressed the manner in which notice was to be provided to the putative class members, the administration of the settlement, the payment of \$4,100,000 to the benefit of the class members upon final approval of the settlement, and the assignment of the Insureds' rights under the AXIS Policies to the Thome Class;

WHEREAS, on March 8, 2021, the U.S. District Court for the Northern District of Illinois entered a Final Approval Order and Judgment in the Underlying Lawsuit approving the Underlying Settlement Agreement, and which Order certified with finality the Settlement Class for the Underlying Settlement Agreement. That Settlement Class, which will be referenced throughout this Agreement as the "Thome Class," was defined as:

All individuals who were enrolled in a NOVAtime biometric timekeeping system and subsequently used a NOVAtime timeclock that utilized a fingerprint, hand geometry, or other biometric verification method in the State of Illinois between August 14, 2014, and October 19, 2020.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

WHEREAS, on July 2, 2021, the Thome Plaintiffs filed a Complaint for Declaratory Judgment against AXIS and National Fire Insurance Company of Hartford in the Circuit Court of Cook County, Chancery Division, under Case No. 2021-CH-03259 (the "Coverage Action");

WHEREAS, National Fire Insurance Company of Hartford was subsequently dismissed from the Coverage Action;

WHEREAS, the Coverage Action sought recovery from AXIS for the amounts allegedly owed to the Thome Class under the Underlying Settlement Agreement and asserted claims by the Thome

Plaintiffs against AXIS for: Breach of the Duty to Defend under the AXIS Policies; Estoppel; and, Violation of Section 155 of the Illinois Insurance Code;

WHEREAS, on July 20, 2023, AXIS and the Plaintiff attended a mediation of the Coverage Action before JAMS mediator Honorable Mary Anne Mason;

WHEREAS, the Parties, pursuant to the terms of this Settlement Agreement, have agreed to resolve and settle all claims and disputes, known or unknown, that the Parties may have against each other concerning or relating directly or indirectly to the Coverage Action;

WHEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff and AXIS that the claims released below shall be fully compromised, settled, and resolved on the terms and conditions set forth in this Settlement Agreement, as a good faith, fair, reasonable, and adequate settlement in consideration of the terms below and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged.

TERMS OF SETTLEMENT

- Approved Claim: A Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically signed or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.
- 2. Claims Deadline: The date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
- **3.** Claim Form: The document substantially in the form attached hereto as Exhibit A, as approved by the court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, and (iv) a statement that he or she scanned his or her finger or hand as part of an employer's timekeeping system in the state of Illinois between August 14, 2014, and October 19, 2020. The Claim Form will not require notarization but will require affirmation that the information supplied is true and correct to the best of the Class Member's knowledge. The online Claim Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically through Venmo, Zelle, PayPal, or a check. Class Members who submit a paper Claim Form that is approved will be sent a check via U.S. Mail. All

Settlement Class Members who already submitted an Approved Claim in the Underlying Lawsuit will not need to submit another Claim Form to be eligible for a Settlement Payment here. Rather, all Settlement Class Members who submitted an Approved Claim in the Underlying Lawsuit will automatically receive their pro rata share of the Settlement Fund here.

- 4. Court: The United States District Court for the Northern District of Illinois, Eastern Division, the Honorable Matthew F. Kennelly presiding, or any judge who shall succeed him as the Judge assigned to the Underlying Lawsuit.
- 5. Effective Date: The first business day after the date on which the Final Judgment becomes final. For purposes of this definition, the Final Judgment becomes "final" when the Final Approval Order has been entered on the docket. In the event that the Court does not approve the Settlement Agreement and/or does not enter a Final Judgment, or in the event that entry of the Final Judgment is reversed on appeal, then there shall be no Effective Date and this Settlement Agreement shall be null and void.
- 6. Escrow Account: The separate, interest-bearing escrow account to be established by the Settlement Administrator at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) calendar days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.
- 7. Fee Award: The attorneys' fees and reimbursement of costs awarded to Class Counsel by the Court shall be paid from the Settlement Fund. Class Counsel has agreed, without consideration from AXIS, to limit their request for attorneys' fees to one-third or thirty-three percent (33.33%) of the gross Settlement Fund. The approved Fee Award shall be payable within three (3) business days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information.
- 8. Final Approval Hearing: The hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee Award and the Incentive Award to the Class Representative. If required by orders of the Court, the Final Approval Hearing may be held by telephone or videoconference.
- **9. Final Approval Order:** The final approval order to be entered by the Court approving the Settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

- 10. Incentive Award: The proposed amount of seven thousand five hundred dollars (\$7,500.00) to be paid to the Class Representative in return for the services he provided to the Settlement Class and to be approved at the Final Approval Hearing. Any award shall be paid from the Settlement Fund (in the form of a check to the Plaintiff by the Settlement Administrator) within twenty-eight (28) calendar days after the Effective Date.
- **11. Notice:** The notice of the proposed Settlement and Final Approval Hearing approved by the Court, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfilling the requirements of Due Process and Rule 23 of the Federal Rules of Civil Procedure, and is substantially in the form of Exhibits C and D attached hereto.
- **12. Notice Date:** The date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than fourteen (14) calendar days after entry of the Preliminary Approval Order.
- **13. Preliminary Approval Order:** The Court's order preliminarily approving the Agreement and approving the form and manner of the Notice. A proposed version of the Preliminary Approval Order shall be submitted to the Court in the form attached hereto as Exhibit B.
- 14. Settlement Administration Expenses: The expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.
- **15. Settlement Administrator:** JND Legal Administration, subject to approval of the Court, which will: provide the Notice and Settlement Website; process Claim Forms; send the Settlement Payments to Settlement Class Members; report all necessary taxes; and, perform such other settlement administration matters set forth herein or contemplated by the Settlement.
- 16. Settlement Fund: In exchange for the consideration provided herein, AXIS agrees to pay Four Million Two Hundred Thousand Dollars (\$4,200,000.00) for the benefit of the Thome Class. The payment shall be transmitted to the Escrow Account established by the Settlement Administrator directed by the Plaintiff and Class Counsel and approved by the U.S. District Court for the Northern District of Illinois for purposes of funding Approved Claims. Within seven calendar days of the Final Approval Hearing, AXIS and/or its insurer shall transmit Four Million Two Hundred Thousand Dollars (\$4,200,000.00) to the Escrow Account. The Settlement Fund shall satisfy all monetary obligations of AXIS under this Settlement Agreement, including Settlement Payments, Settlement Administration Expenses, Fee Award, the Incentive Award, taxes, and any other payments or other monetary obligations contemplated by this Agreement.

- **17. Settlement Payment:** The *pro rata* portion of the Settlement Fund, after deduction of any Fee Award, Incentive Award to the Plaintiff, and Settlement Administration Expenses.
- **18. Settlement Website:** The website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.novatimebipasettlement.com, or such other URL as Class Counsel may subsequently agree to.

SETTLEMENT PAYMENTS TO SETTLEMENT CLASS MEMBERS

- **19.** Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Only those Settlement Class Members who have not previously submitted a Claim Form are required to submit an Approved Claim to be entitled to a Settlement Payment. All Settlement Class Members who previously submitted an Approved Claim will automatically receive a *pro rata* share of the Settlement Fund. The Settlement Administrator shall send such Settlement Payments by electronic deposit or by check via First Class U.S. Mail to the address provided and/or previously provided on the Approved Claim.
- **20.** Within fourteen (14) calendar days after the Claims Deadline, the Settlement Administrator shall complete the processing of all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and approved and which claims are rejected. The Settlement Administrator may request additional information prior to accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud.
- **21.** Within fourteen (14) calendar days of the Claims Deadline, the Settlement Administrator will submit to Class Counsel a report listing all approved and rejected Claims. The report will not identify claimants by name or employer, but rather by identification number.
- 22. The Settlement Administrator shall send each Settlement Class Member, including the Plaintiff Timothy Thome, with an Approved Claim, a Settlement Payment by electronic deposit or by check via First Class U.S. mail to the account or address provided on the Approved Claim within twenty-eight (28) calendar days of the Effective Date. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) calendar days after the date of issuance.
- **23.** To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) calendar days after the date of issuance, the check will be void. Uncashed checks will be distributed to a *cy pres* selected by Class Counsel and approved by the Court.

24. Settlement Class Members may request replacement checks within the ninety (90) calendar day period after initial issuance, but such checks will not extend the ninety (90) calendar day check cashing period from the date checks were originally issued.

METHODS AND FORM OF NOTICE

- **25.** The Notice shall include the best notice practicable, including but not limited to:
 - **a. Direct Notice:** The Settlement Administrator shall send Notice via First Class U.S. Mail and e-mail (for whom an email address is available and provided) substantially in the form attached as Exhibit C to all persons in the Settlement Class no later than the Notice Date.
 - **b. Internet Notice:** The Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D attached hereto no later than the Notice Date.

PRELIMINARY AND FINAL APPROVAL

- **26. Preliminary Approval:** Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, which shall include, among other provisions, a request that the Court:
 - **a.** Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
 - **b.** Approve the form and content of the Notice and the method of its dissemination to members of the Settlement Class; and
 - **c.** Schedule a Final Approval Hearing to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and Incentive Award to the Class Representative, and to consider whether the Court shall issue a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice
- **27. Final Approval:** After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the Court:
 - **a.** Find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached exhibits;

- **b.** Approve the Settlement as fair, reasonable and adequate as to, and in the best interest of, the Settlement Class Members; make a finding that the Agreement was entered into in good faith, and direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;
- c. Find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and Rule 23 of the Federal Rules of Civil Procedure;
- **d.** Dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- e. Incorporate the Release set forth herein and make the Release effective as of the Effective Date;
- **f.** Permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Release;
- **g.** Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;
- **h.** Without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order; and
- i. Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.
- **28.** The Parties agree that the Plaintiff and Class Counsel shall be responsible for seeking approval in the Underlying Lawsuit to distribute the Settlement Payments.
- **29.** In the event the Court in the Underlying Lawsuit denies the motion to seek approval of the distribution of the Settlement Payment, for any reason, the Parties agree to use their best efforts to effectuate the terms of this Settlement Agreement. Those efforts may include the Thome Plaintiffs filing an amended motion with the court in the Underlying Lawsuit to seek approval

for the distribution of the Settlement Payment, or seeking assistance from the mediator (Mary Anne Mason of JAMS).

- **30. Release:** In consideration of the payment of the Settlement Fund and the releases, agreements, and covenants contained in this Agreement, the Thome Plaintiffs, on their own behalf and on behalf of all of their past, present, and future agents, representatives, trustees, employees, attorneys, partners, successors, heirs, executors, administrators, principals, assigns, and all other persons claiming rights through them, covenant and agree to fully, irrevocably and forever release and discharge AXIS from any and all claims, causes of action, liabilities, obligations, demands, suits, debts, sums of money due or owed, expenses, damages, attorneys' fees, torts, injuries or losses, of whatever kind or character, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, absolute, fixed, conditional or contingent, and whether arising from contract, tort or otherwise, arising out of or in connection with: the Underlying Lawsuit, the Underlying Settlement Agreement, the Coverage Action and the AXIS Policies as described herein.
- **31. No Admission of Liability:** This Settlement Agreement is executed by the Plaintiff and AXIS for the sole purpose of compromising and settling all matters between them with respect to the Coverage Action and the AXIS Policies as expressly noted herein, and it is expressly understood and agreed as a condition hereof, that this Settlement Agreement shall not constitute or be construed as an admission of liability, coverage, negligence or bad faith on the part of AXIS.
- **32. Representations:** The Plaintiff and AXIS represent that they have: (1) read this entire Settlement Agreement and understand its terms; (2) have been given a reasonable and adequate period of time to consider this Settlement Agreement before signing it; (3) fully understand the terms and effects of this Settlement Agreement; (4) fully understand their right to discuss all aspects of the Settlement Agreement with their attorneys and have availed themselves of this right; (5) are voluntarily executing this Settlement Agreement by their own free act and deed; and, (6) understand that no payment or consideration has been promised to the Plaintiff or AXIS for entering into and signing this Settlement Agreement which is not specified in this Settlement Agreement on its behalf has full authority to bind it to the terms of the Settlement Agreement and is signing the Settlement agent or representative.
- **33. Real Parties in Interest**: The Plaintiff, on behalf of the Thome Plaintiffs, and AXIS represent and warrant that they are the only persons having any interest in the claims released by this Settlement Agreement. Moreover, the Plaintiff and AXIS represent that no portion of any these claims have been assigned, granted, or transferred in any way to any other person or entity.

- **34. Binding on Successors:** This Settlement Agreement binds and benefits the Thome Plaintiffs' and AXIS's respective successors, affiliates, assigns, legatees, heirs, and personal representatives.
- **35. Entire Agreement**: This Settlement Agreement constitutes the full and complete agreement of the Plaintiff and AXIS and supersedes any and all prior understandings, promises, representations and agreements, oral or written, with respect to the subject matter hereof.
- **36.** Severability: The invalidity of any provision of this Settlement Agreement shall not affect the validity and enforceability of the remaining provisions of this Settlement Agreement or its terms or interpretations.
- **37. Construction and Interpretation**: Neither the Plaintiff nor AXIS, nor any of their attorneys will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by the Plaintiff and AXIS so that any rule that construes ambiguities against the drafter will have no force or effect.
- **38. Modifications and Amendments**: No amendment, change, modification, or waiver of the provisions of this Settlement Agreement will be valid unless signed in writing by a duly authorized representative of the Plaintiff or AXIS or their counsel.
- **39. Further Assurances**: The Plaintiff and AXIS must execute and deliver any additional papers, documents or other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.
- **40. Agreement Not Admissible:** The Plaintiff and AXIS agree that the Settlement Agreement is inadmissible in any litigation other than an action for approval and/or enforcement of the terms of the Settlement Agreement.
- **41. Execution Date:** This Settlement Agreement is deemed executed on the date that the last signature is placed on this Settlement Agreement and this Settlement Agreement shall be effective as of such date.
- **42. Counterparts:** This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, or facsimiles of executed copies of this Settlement Agreement may be treated as originals.

- **43.** Choice of Law: This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules.
- **44. Notices:** All notices or other communications that the Plaintiff or AXIS desire or are required to give shall be given in writing and shall be deemed to have been given if hand-delivered, emailed or mailed with return receipt requested by depositing in the United States mail, postage prepaid, to the other at the address noted below, or at such other address as the Plaintiff or AXIS may designate in writing from time to time:

As to AXIS Insurance Company:

Brian C. Bassett Traub Lieberman 71 S. Wacker Dr. Suite 2110 Chicago, IL 60606 Telephone: (312) 332-3900 Email: <u>bbassett@tlsslaw.com</u>

As to the Thome Class:

Andrew C. Ficzko Stephan Zouras, LLP 222 W. Adams Street Suite 2020 Chicago, IL 60606 Telephone: (312) 233-1550 Email: aficzko@stephanzouras.com

Brandon M. Wise Peiffer Wolf Carr Kane Conway & Wise, LLP One US Bank Plaza, Suite 1950 St. Louis, MO 63101 Telephone: (314) 833-4827 Email: <u>bwise@peifferwolf.com</u>

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IN WITNESS WHEREOF, AXIS, and the Plaintiff execute the Settlement Agreement on the dates set forth below their signatures:

AXIS-basukance Company

By: Robert Nash

Printed Name: Robert Nash

Title: VP/Head of EPL, Crime and Fiduciary Claims

Date: 1/5/2024

TIMOTHY THOME, individually and on behalf of the Thome Class, as Assignee of NOVAtime Technology, Inc., Ascentis Corporation, And Ascentis Holdings, LP

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Printed Name: Timothy Thome

Title: Plaintiff

Date: 2024-01-04 16:10:52 (UTC-06:00)

STEPHAN ZOURAS LLP

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	Docusigned by.
By:	
Printe	Andrew Ficzko
Title:	Attorney
- Date:	1/4/2024

PEIFFER WOLF CARR KANE CONWAY & WISE, LLP

Printed Name: Brandon M. Wise

Title: Attorney

Date: 2024-01-04 16:12:04 (UTC-06:00)