

STIPULATION AND SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to Rule 3.769 of the California Rules of Court, and California Code of Civil Procedure § 877.6, that settlement of this Action shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement.

ARTICLE I. PREAMBLE

A. WHEREAS, on August 5, 2010, Plaintiffs filed an action entitled *Judith Reimann and Michael DaRonco v. Erica L. Brachfeld, The Brachfeld Law Group, PC, Midland Funding, LLC, Midland Credit Management, LLC, and Midland Funding NCC-2 Corp.*, Alameda County Superior Court Action No. RG-10-529702.

B. WHEREAS, on August 2, 2013, the Court granted the motion for Judgment filed by defendant Erica L. Brachfeld, and on August 23, 2013, the Court entered judgment in favor of Erica L. Brachfeld consistent with its earlier Order.

C. WHEREAS, on October 6, 2019, the Court granted Plaintiffs' Motion for Class Certification;

D. WHEREAS, pursuant to its Order dated October 6, 2019, the Court certified a class defined as follows:

All California consumers who both: (1) from August 5, 2006, through February 2, 2015, either (a) were sent collection demand letters, debt collection letters, or dunning letters by Brachfeld Law Group regarding a debt allegedly owed to one of the Midland Entities or (b) were sued by the Midland Entities where Brachfeld Law Group was attorney of record and (2) if they were in the class in *Vassalle v Midland Funding, LLC*, United State District Court, N.D. Ohio) Co. 3:11-cv- 0096, excluded themselves from the class; WHEREAS, notice of pendency was duly distributed by first-class mail and a media campaign to the Class commencing on June 1, 2020.

E. WHEREAS, the Parties have engaged in lengthy settlement negotiations and two separate mediations;

F. WHEREAS, BLG filed a Domestic Stock Corporation Certificate of Dissolution with the California Secretary of State on February 2, 2015, and BLG represents that it has gone out of business and

that it has no assets of value other than a \$1,000,000 declining insurance policy that, after payment of attorney fees and costs to date, has \$700,000 remaining (together with a modest reserve for the payment of defendant's attorney's fees and costs that will be incurred in seeking Preliminary and Final Approval of this settlement).

G. NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Stipulation and Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled as to Erica L. Brachfeld and The Brachfeld Law Group, PC, under the following terms and conditions.

ARTICLE II. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below:

A. **"Action"** means Alameda County Superior Court Case No. RG-10-529702, entitled *Judith Reimann and Michael DaRonco v. Erica L. Brachfeld, The Brachfeld Law Group, PC, Midland Funding, LLC, Midland Credit Management, LLC, and Midland Funding NCC-2 Corp.*

B. **"BLG's Counsel"** means Simmonds & Narita LLP.

C. **"Brachfeld" or "BLG"** means The Brachfeld Law Group, PC.

D. **"Class"** means the class certified by the Court as fully set forth in Article I. D., above.

E. **"Class Counsel"** means Bramson, Plutzik, Mahler, & Birkhaeuser, LLP; The National Consumer Law Center, and the Law Office Of Ian Chowdhury.

F. **"Class Representatives"** mean Judith Reimann and Michael DaRonco.

G. **"Costs of Notice and Administration"** means all costs and expenses reasonably and actually incurred by the Settlement Administrator or other third party in sending out Notice, holding and disbursing funds, and performing administrative functions related to the Settlement.

H. **"Court"** means the Superior Court of the State of California for the County of Alameda.

I. **"Effective Date"** means the first day by which all of the following events shall have occurred: (a) the Court has entered the Preliminary Approval Order as set forth in Article VII.A of this Agreement; (b) the Court has entered the Final Approval Order and Judgment as set forth in Article VII.G of this Agreement; (c) the Court has entered an order finding that the settlement is a good faith settlement pursuant to Code of Civil Procedure section 877.6; and (d) the Final Approval Order and Judgment has become Final as defined in Article II.K of this Agreement.

J. **“Fee and Expense Application”** means the written motion or application by which Class Counsel requests that the Court award them fees and/or expenses.

K. **“Final,”** with respect to the Final Approval Order and Judgment (as defined in Article II.M. below), means that such order has been entered on the docket in the Action, and, if any objection has been made to the settlement,

(a) the time to appeal from such order has expired and no appeal by any objector has been timely filed;

(b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmance of the Final Approval Order and Judgment; or

(c) this Court, following the resolution of the appeal, on remand, enters a further order or orders approving the settlement on the terms set forth herein, and either no further appeal is timely taken from such order(s) or any such appeal results in affirmance of such order(s).

If no class member has objected to the settlement, “Final” shall mean 10 days after entry of the Final Approval Order and Judgment.

L. **“Final Approval Hearing”** means the hearing at which the Court shall: (a) determine whether to grant final approval to this Settlement Agreement; and (b) consider any timely objections to this Settlement and all responses to objections by the Parties.

M. **“Final Approval Order and Judgment”** means an order in which the Court grants final approval of this Settlement Agreement and authorizes the entry of a final judgment.

N. **“Midland Resolution”** means (i) a judgment in favor of the class or any future settlement with the Midland defendants or (ii) judgment is entered in favor of the Midland defendants.

O. **“Notice”** means the Court-approved form of Notice of the Settlement Agreement.

P. **“Notice Completion”** means the date that the Settlement Administrator completes dissemination of the Notice described in Article IV.

Q. **“Party” or “Parties”** mean Erica Brachfeld, BLG, Judith Reimann, Michael DaRonco, and each Class Member.

R. **“Person” or “Persons”** means any natural person, firm, corporation, unincorporated association, partnership or other form of legal entity or government body, including its agents and representatives.

S. **“Preliminary Approval Order”** means the order in which the Court grants its preliminary approval to this Settlement Agreement and authorizes dissemination of Notice to the Class.

T. **“Released Claims”** means any and all claims, debts, liabilities, obligations, costs, expenses, attorneys' fees, damages, rights or equitable, legal or administrative relief, of any basis or source, whether known or unknown asserted or that might have been asserted based upon, or arising out of, the facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act alleged in the Action.

U. **“All Parties”** shall mean Erica Brachfeld, BLG, (and BLG's employees, parents, subsidiaries, affiliates, predecessors, successors and attorneys), on the one hand, and Judith Reimann, Michael DaRonco, and each Class Member, on the other.

V. **“Opt-Out Request”** means a request by a Class Member to opt out of the Settlement, submitted pursuant to the instructions set forth in the Notice.

W. **“Settlement Administrator”** means Angeion Group. If Angeion Group is unable to perform this function, the Parties shall select another mutually agreeable settlement administrator.

X. **“Settlement Agreement,” “Settlement,” or “Agreement”** means this Settlement Agreement.

Y. **“Class Member(s)”** means any Person within the Class who does not submit a timely and valid Opt Out Request.

Z. **“Settlement Fund”** means the fund described in Article III.A.

ARTICLE III. **CLASS RELIEF**

In consideration of a full, complete, and final settlement of the Released Claims, and subject to the Court's approval, the Parties agree to the following:

A. **Settlement Fund**

1. BLG shall deposit Seven Hundred Thousand Dollars (\$700,000) in cash as set forth in Article III.A.3, to create a Settlement Fund. The Settlement Fund shall be used to pay (i) Class members' benefits; (ii) incentive awards to the Class Representatives in amounts to be approved by the Court but not greater than \$10,000 each; (iii) attorneys' fees and costs as approved by the Court; and (iv) Costs of Notice and Administration.

2. The Settlement Fund will be held in an account maintained by the Settlement Administrator. So as to minimize, if possible, the cost of administration of this settlement, and subject to approval of the Court, class members' benefits (and attorneys' fees), shall not be disbursed until there is a Midland Resolution. Class members' benefits will be apportioned among the Class members according to a plan of allocation that will be proposed by Class Counsel and submitted to the Court upon the occurrence of a Midland Resolution. BLG shall have no responsibility for developing, proposing, or approving the plan of allocation. BLG agrees to assist the Settlement Administrator, if necessary, in distributing the Settlement Fund by providing information in its possession relating to members of the class.

3. Within 15 days of the entry of orders granting Preliminary Approval of the Settlement, and finding that the Settlement is in good faith pursuant to Code of Civil Procedure section 877.6, BLG will deposit the amount of Seven Hundred Thousand Dollars (\$700,000) into an account established by the Settlement Administrator. The Settlement Administrator shall serve as the trustee of the funds deposited into the Settlement Fund. BLG shall have no liability or responsibility, including any liability or responsibility for the taxes or tax expenses, for funds deposited in the escrow account. Expenses associated with the taxes or tax expenses shall be considered to be a cost of administration of the Settlement Fund and shall be paid from such Settlement Fund.

4. When authorized by Order of the Court, the Settlement Administrator shall disburse funds for the purposes set forth in paragraph III (a)1(i)(iv) above. Subject to the Court's approval, any amounts remaining in the Settlement Fund as a result of uncashed checks or other reason, shall be distributed to the Housing and Economic Rights Advocates ("HERA"). In no event shall any undisbursed funds be returned to BLG.

B. BLG Testimony

1. Notwithstanding the dismissals and release provided for herein, BLG agrees that it will make Erica Brachfeld available for testimony at deposition and trial pursuant to a notice of deposition and notice to appear at trial, respectively, to be served on BLG's Counsel. In addition, BLG agrees to respond to reasonable requests of Class Counsel regarding the identity and meaning of documents and the identification and location of witnesses. Class Counsel shall make any such requests by contacting BLG's Counsel.

ARTICLE IV.
SETTLEMENT ADMINISTRATOR, NOTICE AND OPT-OUT REQUESTS

A. Subject to the Court's approval, Angeion Group shall perform the duties of the Settlement Administrator as described in this Agreement. The Settlement Administrator shall, under the supervision of the Court, undertake the dissemination of Notice and distribution of the monetary relief provided by this Agreement, as well as any other duties specified in this Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall provide reports and other information to the Court as it may require. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a report to the Court summarizing the work performed by the Settlement Administrator.

B. The Class Settlement Notice shall be used for the purpose of informing proposed Class Members, before the Final Approval hearing, that there is a pending settlement and providing a summary of their rights. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely opt out of the Settlement. Subject to Court approval, notice of the Settlement shall be given by First Class Mail and shall also be posted on the website maintained by the Settlement Administrator.

C. Notice to the Class members shall be completed within thirty (30) days of the date of Preliminary Approval.

D. The Parties agree that compliance with the procedures described in this Article is the best notice practicable in the circumstances and shall constitute due and sufficient notice to the Class of the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the California Rules of Court, the California Code of Civil Procedure, the Constitution of the State of California, the United States Constitution, and any other applicable law. The Court shall have the authority to amend this notice plan.

E. It shall be the responsibility of Class Counsel to respond to all substantive inquiries from Class Members with respect to this Settlement.

F. It is the responsibility of the Settlement Administrator to determine which individuals have filed a valid and timely Opt Out Request. Within ten (10) days of the end of the Opt-Out period, the Settlement Administrator shall prepare and deliver to BLG's Counsel and Class Counsel a report stating the total number of Persons who have submitted a timely and valid Opt-Out Request, and the names of such Persons. Class Counsel shall file that report with the Court.

ARTICLE V.
PAYMENT OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE
INCENTIVE AWARD

A. **Attorneys' Fees and Expenses.** Class Counsel shall apply to the Court for an award of attorneys' fees and reimbursement of expenses following a Midland Resolution. BLG agrees that Plaintiffs may seek up to thirty percent of the settlement fund. Any Class Members may object, at the Final Approval Hearing, to the amount requested.

B. **Class Representatives Incentive Award.** The Class Representatives will make an application for an incentive award in an amount not to exceed \$10,000 each. BLG will not oppose the application.

C. **Effect On Settlement.** Any order or proceedings relating to the amount of attorney's fees or expenses, or the Class Representatives' incentive awards shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the Releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment are Final, as defined in Article II.K. of this Agreement.

ARTICLE VI.
RELEASE

To effectuate the Parties' desire to fully, finally, and forever settle, compromise, and discharge the instant litigation by way of compromise rather than by way of further litigation, the Parties agree to the following release:

A. On and as of the Effective Date, except for the ability to enforce this agreement, All Parties shall be deemed to have released each other from the Released Claims.

B. This Settlement Agreement may be pled as a full and complete defense to any Released Claims that may be instituted, filed, prosecuted, or attempted. All Parties covenant that they will not institute or prosecute against each other, any action, suit or other proceeding based in whole or in part upon any of the Released Claims.

C. All Parties, and each of them, covenant and agree that this Settlement Agreement may be used as a basis for a temporary restraining order, preliminary injunction and permanent injunction against any breach of this Agreement. All Parties judicially admit hereby for all purposes that time is of the essence as to all terms and conditions of the Settlement Agreement and that damages for a breach of this Settlement Agreement would be inadequate.

ARTICLE VII.
COURT APPROVAL OF THE SETTLEMENT

The process for obtaining Court approval of this Settlement Agreement shall be as follows:

A. **Preliminary Approval.** As soon as practicable after the execution of this Settlement Agreement, Class Counsel shall apply for entry of an Order granting Preliminary Approval of the settlement. The Preliminary Approval Order shall include provisions: (1) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Class; (2) approving the form of the Notice and permitting distribution of Notice to the Class according to the notice plan, and (3) setting a schedule for proceedings with respect to final approval of this Settlement.

B. **Objections To Settlement.** Any Class Member wishing to object to or oppose the approval of this Settlement and/or the Fee and Expense Application shall inform the Court and the Parties in writing of his or her intent to so object or oppose, and the bases therefore, by following the procedure set forth in the Notice at least 15 days, or such other number of days as the Court shall specify, before the date of the Final Approval Hearing. Any Class Member who fails to file a written statement of his or her intention to object or oppose, and the bases therefore, shall be foreclosed from making such objection or opposition, except as permitted by the Court. Plaintiffs shall file with the Court (1) a motion in support of final settlement approval at least 30 days before the date of the Final Approval Hearing and (2) a response to any objections at least 5 days before the hearing.

C. **Final Approval Hearing.** Class Counsel shall request that the Court, on the date set forth in the Preliminary Approval Order, conduct a Final Approval Hearing in order to: (1) determine whether to grant final approval to this Settlement Agreement; (2) consider any timely objections to this Settlement and the Parties' responses to such objections; and (3) rule on the application for the Class Representatives' incentive awards.

D. **Good Faith Settlement Determination.** The parties shall file a motion seeking a determination that the settlement embodied in this agreement has been entered into in good faith pursuant to California Code of Civil Procedure § 877.6. The parties shall request that the Court hear such motion on the same date as the Court considers the parties' motion for preliminary approval.

E. **Disapproval, Cancellation, Termination, Or Nullification Of Settlement.** Except as otherwise provided herein, if either (1) the Court, by a final ruling not subject to reconsideration, appellate

review, or other further proceedings seeking judicial approval of this Settlement Agreement, denies preliminary approval or final approval of this Settlement Agreement, or (2) denies the parties' motion for good faith approval of the settlement pursuant to California Code of Civil Procedure § 877.6, or (3) the Final Approval Order and Judgment does not become Final as defined in Article II.K., then each Party shall have the right to terminate this Settlement Agreement. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice ("Termination Notice") to the other Party's counsel within thirty (30) days of the occurrence of the condition permitting termination. Termination Notice shall be provided by hand delivery or first-class mail to the Party's counsel as identified in Articles II.B. and E.

F. If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties, and (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, and the Claims Administrator shall return to BLG all amounts remaining in the Settlement Fund. BLG shall not seek to recover from any party any fees, costs or expenses incurred in connection with this Settlement, including without limitation Costs of Notice and Administration actually expended pursuant to this agreement.

G. This Agreement is subject to and conditioned upon the issuance by the Court of a) a finding that the settlement embodied in this agreement has been entered into in good faith pursuant to California Code of Civil Procedure § 877.6, and b) a Final Order and Judgment, which grants final approval of this Agreement in accordance with applicable jurisprudence, and provides the relief specified below, which relief shall be subject to the terms and conditions of this Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Final Order and Judgment shall:

1. Enter judgment consistent with California Rule of Court 3.769(h) including a provision for the retention of the Court's jurisdiction over the parties to enforce the terms of the judgment;
2. Release each Released Party from the Released Claims which any Class Members have, had, or may have in the future, against such Released Party;

3. Determine that this Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Class;

4. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including BLG and all Class Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment;

5. Require the Settlement Administrator to maintain the Settlement Fund pursuant to the specific terms set forth in Article III.A. of the Parties' Settlement Agreement; and

6. Permit the Settlement Administrator to make ministerial, nonsubstantive changes to the implementation of the Settlement without requiring Court Approval, where necessary for ease of administration.

H. In the event that the Court or any appellate court enters an order altering this Agreement in a way that materially and adversely effects any of the Parties, within fifteen (15) business days from the date the Court or appellate court enters such an order, the affected Party or Parties may terminate this Agreement by giving written notice of its intent to do so to the opposing Party's counsel. Should the parties disagree whether the change is "material" or has an "adverse effect", the parties agree to submit the issue to the Honorable Bonnie Sabraw for resolution.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. **No Assignment.** Each Party represents, covenants and warrants that he, she or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights that he or she herein releases.

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

C. **Construction.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms'-length negotiations between the Parties with the assistance of a neutral, third-party mediator, and that this Agreement shall not be construed in favor of or against any Party

by reason of the extent to which any Party (or his, her, or its counsel) participated in the drafting of this Agreement.

D. **Counterparts.** This Agreement, and any amendments hereto, may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

E. **Governing Law.** Construction and interpretation of the Agreement shall be determined in accordance with the laws of the State of California, irrespective of the choice of law principles of the State of California or any other state.

F. **Integration Clause.** This Agreement contains the entire understanding of the Parties in respect of the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms, or by a writing signed by the Parties.

G. **Modification of Agreement and Dispute Resolution.** Before this Settlement Agreement is finally approved by the Court, the Parties agree that reasonable changes may be made to this Agreement by the consent of both Parties for the limited purposes of addressing any Notice or administration provisions or similar other nonmaterial changes. The Parties further agree that there is a threshold requirement that any such changes must: (1) be reasonable; (2) not negatively change the benefits provided to Class Members; or (3) contradict any Orders of the Court, including Notice deadlines set by the Court.

H. **Jurisdiction.** The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of this Settlement, and all Parties and Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

I. **No Collateral Attack.** This Agreement shall not be subject to collateral attack by any Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include claims that a Class Member's claim was improperly denied, that the payment to a Class Member was improperly

calculated, that the injunctive relief was inadequate or improper, and/or that a Class Member failed to receive timely notice of the Settlement Agreement.


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

K. **Receipt Of Advice Of Counsel.** The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

L. **Waiver Of Compliance.** Any failure by any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT ON THE DATES SET FORTH BELOW:

DATED: April __, 2021

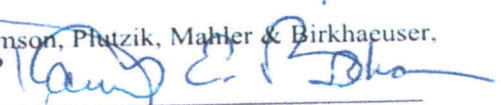


Michael DaRonco

DATED: April __, 2021

Judith Reimann

DATED: April __, 2021

Bramson, Plutzik, Mahler & Birkhaeuser,
LLP
By 

Daniel E. Birkhaeuser, counsel for the
Class Representatives and the Class

DATED: April __, 2021

Brachfeld Law Group, PC

calculated, that the injunctive relief was inadequate or improper, and/or that a Class Member failed to receive timely notice of the Settlement Agreement.

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

K. **Receipt Of Advice Of Counsel.** The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

L. **Waiver Of Compliance.** Any failure by any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT ON THE DATES SET FORTH BELOW:

DATED: April __, 2021


Michael DaRonco

DATED: April 5, 2021



Judith Reimann

DATED: April __, 2021

Bramson, Plutzik, Mahler & Birkhaeuser, LLP
By 

Daniel E. Birkhaeuser, counsel for the Class Representatives and the Class


DATED: April __, 2021

Brachfeld Law Group, PC

By 
Erica Brachfeld

DATED: April 12, 2021

Simmonds & Narita

By 
Tomio Narita
Simmonds & Narita
Counsel for Brachfeld Law Group