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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Anvil Craft Corp., Plaintiff, v. Vensure Employer Services, Inc., Defendant.	Case No. _____ COMPLAINT AND JURY DEMAND

INTRODUCTION

Plaintiff, Anvil Craft Corp. ("Anvil"), through the undersigned counsel, hereby files this Complaint against Defendant, Vensure Employer Services, Inc. ("Vensure"), and demand a jury trial for breach of contract and other causes of action for Defendant's failure to conduct certain contracted-for professional employer organization services. In support thereof, Plaintiff alleges as follows:

PARTIES

1. Plaintiff, Anvil Craft Corp., is a New Jersey corporation, with a principal place of business at 1005 Aspen Street, Easton, Pennsylvania 18042. Exhibit 1.

2. Defendant, Vensure Employer Services, Inc., is an Arizona corporation with a principal place of business at 1475 S. Price Road, Chandler, Arizona 85286. Exhibit 2.

JURISDICTION AND VENUE

3. This Court has subject-matter jurisdiction over this action pursuant to Diversity Jurisdiction, 28 U.S.C. § 1332(a), because the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between citizens of different states.

4. Plaintiff is deemed a citizen of the State of New Jersey, where it is incorporated, as well as Pennsylvania, where its principal place of business is located. Ex. 1; *see also* 28 U.S.C. § 1332(c)(1).

5. Defendant is considered a citizen of the State of Arizona, where it is incorporated, and where its principal place of business is located. Ex. 2; *see also* 28 U.S.C. § 1332(c)(1).

6. This Court has personal jurisdiction over Vensure because it maintains a principal place of business and conducts business in this district in Chandler, Arizona.

7. Venue is proper in this district under 28 U.S.C. § 1391(b) because the Defendant is considered a resident in this judicial district.

8. Plaintiff retained the undersigned law firm and agreed to pay a reasonable fee for the undersigned's legal services.

9. All conditions precedent to the filing and maintenance of this lawsuit have been met, performed, waived, or satisfied.

FACTUAL ALLEGATIONS

10. In March 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") in response to the COVID-19 pandemic. Among other things, this legislation provided for an Employee Retention Tax Credit ("ERTC" or the "Credit") for eligible employers that paid qualified wages to employees. The CARES Act provided for ERTC claims for Quarters 2, 3, and 4 in Calendar Year 2020.[1]

11. The CARES Act was subsequently amended by the Taxpayer Certainty and Disaster Tax Relief Act of 2020, included as Division EE of the Consolidated Appropriations Act, 2021.[2] The legislation provided clarifications and technical improvements to the existing Credit for calendar quarters in 2020 and further extended and modified the Credit, such that eligibility might extend to qualified wages paid before July 1, 2021 by an employer. Accordingly, that permitted ERTC claims for Quarter 1 and Quarter 2 of Calendar Year 2021.

12. In the American Rescue Plan Act the following year, Congress again extended the Credit, this time to include qualified wages paid by an eligible employer

[1] The relevant text of the CARES Act, Section 2301, enacted in March 2020, can be found at the following link citing to the One Hundred Sixteenth Congress of the United States of America: https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf.

[2] The relevant text of this Act, notably in Sections 206 and 207, can be found at the following link: https://www.congress.gov/116/plaws/publ260/PLAW-116publ260.pdf.

through the end of 2021; hence, ERTC claims were thereby permitted for Quarter 3 and Quarter 4 in Calendar Year 2021. This statute codified a portion of the Credit in the Internal Revenue Code at 26 U.S.C. § 3134.[3]

13. The Infrastructure Investment and Jobs Act later amended § 3134 to dramatically reduce the opportunity for eligibility during the fourth calendar quarter of 2021.[4]

14. For any of the calendar quarters when an Employee Retention Tax Credit claim results in overpayment of employment taxes for that quarter after processing and approval by the Internal Revenue Service ("IRS"), that overpayment is refunded to the taxpayer, which is the basis for Plaintiff's claim here.

15. Defendant is a professional employer organization ("PEO").

16. A PEO is a third party payor company that helps businesses outsource administrative functions such as human resources management, employee benefits, and payroll and tax services, among other things.

17. Plaintiff engaged Defendant, in part, to provide payroll tax services, pursuant to a Client Services Agreement ("Agreement" or "CSA") executed by the

[3] The relevant text of this Act, notably in Section 9651, which was enacted in March 2021, can be found at the following link: https://www.congress.gov/117/plaws/publ2/PLAW-117publ2.pdf

[4] The relevant text of this Act, notably in Section 80604, which was enacted in November 2021, can be found at the following link: https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf.

parties in May 2020. *See* Exhibit 3.[5] The Agreement is adopted in full as if restated herein.

18. In the Agreement, Defendant promised to be responsible for providing numerous services for Plaintiff, including Payroll Tax Services:

> Payroll Taxes: PEO will withhold, report and remit Federal, State, and local payroll taxes… PEO shall prepare and submit tax reporting forms required by law or regulation with respect to such compensation and benefits…

See Ex. 3, ¶¶ 4.0, 4.5.

19. Moreover, the Agreement indicates that preparing, filing, and paying payroll taxes was part of the "Core Services Included" in the services provided by Defendant to Plaintiff. *See* Ex. 3, Schedule C, page 2 of 5.

20. Defendant filed Plaintiff's payroll taxes, in part, for Calendar Year 2021, which is the relevant period for this matter.

21. Because Plaintiff's federal payroll taxes were processed through Defendant's Federal Employer Identification Number ("FEIN"), Plaintiff was *required* to claim any applicable payroll tax credits, including employee retention tax credits ("ERTC"), pursuant to the federal employee retention credit program, *through Defendant*.

22. Defendant has a fiduciary duty to Plaintiff on the basis of their relationship.

23. In order to make its ERTC claim, Plaintiff was required to provide specified information to Defendant by deadlines established by the Internal Revenue Code.

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[5] While an address of 2600 W. Geronimo Place, Suite 100, Chandler, Arizona 85224, is listed as Defendant's principal place of business in the Agreement, current business entity information listed with the Arizona Secretary of State and the Arizona Corporation Commission as of September, 2025, shows Defendant's principal place of business as 1475 S. Price Road, Chandler, Arizona 85286. Ex. 2.

24. In addition to the Client Services Agreement, referenced in Exhibit 3, Plaintiff was also required by Defendant to execute a "COVID-19 Assistance Addendum," indicating that Plaintiff was responsible for calculating its own ERTC claim and submitting that information to Defendant. *See* Exhibit 4.

25. In the spring and summer of 2021 and thereafter, Plaintiff submitted relevant documentation and other information to Defendant for Defendant to submit claims to the IRS seeking an ERTC refund on behalf of Plaintiff for Quarters 1, 2, and 3 ("Q1," "Q2," and "Q3") of Calendar Year 2021 ("CY 2021"), respectively.[6] *See, e.g.,* Exhibit 5 (showing submission of ERTC support documentation to Defendant for Q2 of 2021.

26. To submit an ERTC refund claim on behalf of Plaintiff, Defendant was required to file Form 941 or Form 941-X (for adjusted returns) on a quarterly basis with the IRS, together with a Schedule R.

27. Schedule R (Form 941) is an Allocation Schedule for Aggregate Form 941 Filers, breaking out the ERTC claims submitted by a third party payor, such as Defendant, on a client-by-client basis. By allocating a portion of the total ERTC to each client of the third party payor, referenced by that client's own FEIN number, Schedule R sets forth the amount the third party payor owes to each of its clients, exclusive of accrued interest payable by the IRS, which is determined by the IRS at the time the IRS pays the refund to the third party payor.[7]

[6] Hereinafter, reference in this Complaint to Q1, Q2 and Q3 should be assumed to mean Quarter 1, Quarter 2, and Quarter 3, for Calendar Year 2021.
[7] In this instance, the third party payor is the Defendant PEO.

28. After receiving the necessary information and documentation from Plaintiff, Defendant submitted Plaintiff's ERTC refund claim for Q1 to the IRS on November 15, 2021. Defendant subsequently submitted Plaintiff's ERTC refund claims for Q2 and Q3 to the IRS on March 10, 2022. *See* Ex. 5 (April 20, 2022, email from Vensure agent Jill Jackson).

29. Upon information and belief, Plaintiff's ERTC refund requests for Calendar Year 2021 totaled $517,362.92, and were broken down in the following manner:

a. Q1: $187,102.22

b. Q2: $167,027.32

c. Q3: $163,233.38

See Ex. 5 (April 4, 2022, email from Vensure agent Jill Jackson).

30. Plaintiff's eligibility for its ERTC claims for all relevant quarters was based on a significant decline in gross receipts compared to 2019. *See* Exhibit 6 (IRS explaining eligibility test for decline in gross receipts).

31. At no point prior to Defendant's submission did Defendant request, or suggest that it needed, additional documentation to support Plaintiff's ERTC claims.

32. Plaintiff followed up with Defendant on numerous occasions thereafter as to the status of its ERTC refund claims. Defendant was unable to provide a status, but acknowledged that the ERTC claims submitted to the IRS included the aggregate total of the amounts Plaintiff submitted to Defendant for Q1, Q2, and Q3. *See* Ex. 5 (April 4, 2022, email from Vensure agent Jill Jackson).

33. Counsel separate from the undersigned also contacted Defendant multiple times on behalf of Plaintiff in an attempt to obtain information about Plaintiff's ERTC refunds.[8] Among other things, counsel for Plaintiff has sought to determine when Defendant received Plaintiff's ERTC refunds, how much was paid, how much IRS accrued interest was attributed to Plaintiff's ERTC refunds, a full accounting of how much interest has accrued since Defendant received Plaintiff's ERTC refunds until the present, and when Plaintiff could expect to receive the ERTC refunds along with IRS and other accrued interest. *See, e.g.* Exhibit 7 (multiple emails).

34. Despite multiple initial efforts that did not yield any responses, Plaintiff's counsel has since been able to determine through communication with Angelica Simpson, a representative of Defendant, that Defendant is in possession of all of the ERTC refunds to which Plaintiff is entitled, including the initial ERTC refund amount claimed, along with interest paid by the IRS. *See* Exhibit 8.[9]

35. Although the undersigned initially made progress towards resolving this matter with Defendant, Defendant has since stopped communicating with Plaintiff and Plaintiff's counsel despite repeated follow up communications. *See, e.g.,* Ex. 8.

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[8] Frost & Associates, LLC, also represents Plaintiff. Various attorneys from Frost & Associates will enter their appearance in this case and/or seek to be admitted *pro hac vice* shortly after this action is initiated.

[9] There is a discrepancy in the ERTC amount claimed and the ERTC refund that Defendant acknowledged having received from the IRS for Quarter 3 of 2021 in the amount of about $20,211.19. *See* Exs. 5 and 8. The claimed amount of the Q3 ERTC was $163,233.38, but Defendant lists the amount of the ERTC refund that was processed as $143,022.19. *Id.* The reason for that discrepancy will need to be resolved with Defendant.

36. Plaintiff is entitled to receive payment from Defendant in the amount of $517,362.92, plus IRS interest, as well as interest accruing on the refunds since they were obtained by Defendant. The latter two interest amounts depend upon when Defendant received Plaintiff's ERTC refunds from the IRS. Defendant has not provided those dates despite multiple requests.

37. Defendant's failure to disburse Plaintiff's Q1, Q2, and Q3 ERTC refunds in Defendant's possession violates Defendant's responsibilities under the Agreement and addenda thereto (*see* Exs. 3 and 4), as well as various statutory requirements and common law doctrines. Moreover, it has deprived Plaintiff of refunds it is owed and desperately needs, which was the intention of the tax credit to begin with, given the financial and business difficulties of COVID-19. As a result of not receiving this money from Defendant, Plaintiff has suffered extensive damages.

COUNT I - BREACH OF CONTRACT

38. All of the preceding Paragraphs are incorporated here, as if fully set forth herein.

39. The Agreement and addenda thereto executed by the parties is a valid and enforceable contract between Plaintiff and Defendant. Defendant agreed to handle payroll taxes, including all forms that were necessary to support Plaintiff's payment of payroll taxes, which includes making an ERTC refund claim based on the information provided by Plaintiff.

40. By failing to distribute ERTC refunds to Plaintiff when Defendant received the refunds to the IRS, Defendant materially breached the Agreement and addenda thereto.

41. As a direct and proximate result of Defendant's breach of contract, Plaintiff suffered substantial damages, including the loss of ERTC refunds, in an amount estimated to be approximately $517,362.92 for Quarters 1, 2 and 3 of Calendar Year 2021. Those amounts do not include interest paid by the IRS or interest accrued from the time Defendant received the ERTC refunds up until the present, since Defendant has refused to tell Plaintiff when Plaintiff's ERTC refunds were received.

WHEREFORE, Plaintiff sues Defendant for compensatory damages and demands judgment in excess of $75,000, exclusive of attorney's fees and costs. Plaintiff also demands a jury trial on all issues so triable.

COUNT II - UNJUST ENRICHMENT / QUASI CONTRACT

42. All of the preceding Paragraphs are incorporated here, as if fully set forth herein.

43. Pleading in the alternative, Plaintiff conferred a benefit on Defendant because Plaintiff's ERTC payments in the approximate amount of $517,362.92, plus interest, has been paid to Defendant.

44. Defendant knows that it has received ERTC refunds from the IRS on behalf of Plaintiff.

45. Defendant has accepted and retained Plaintiff's ERTC Payments.

46. In these circumstances, in which Plaintiff was required to make ERTC filings using Defendant's FEIN, and Defendant has no interest in, or claim to, the ERTC payments, it would be inequitable for Defendant to retain Plaintiff's ERTC refunds.

47. Defendant has received a benefit at Plaintiff's expense.

48. Plaintiff has been damaged in this regard.

WHEREFORE, Plaintiff sues Defendant for compensatory damages and demands a quasi-contract and judgment in excess of $75,000, exclusive of attorney's fees and costs. Plaintiff also demands a jury trial on all issues so triable.

COUNT III - PROMISSORY ESTOPPEL

49. All of the preceding Paragraphs are incorporated here, as if fully set forth herein.

50. Pleading in the alternative, Defendant promised and represented to Plaintiff that in return for paying Defendant for PEO services, Defendant would submit payroll tax forms, which included ERTC refund claim forms on Plaintiff's behalf. Defendant would then pay Plaintiff the ERTC refunds recovered in Plaintiff's name.

51. These promises and representations concerned a material fact that is contrary to a later-asserted position of non-payment by Defendant..

52. Plaintiff reasonably relied on Defendant's promises and representations.

53. Plaintiff's position was thereafter changed detrimental to its interests as a result of Defendant's promises and representations and its reasonable reliance thereon.

54. Plaintiff has been damaged as a result of its reasonable reliance on Defendant's promises and representations.

WHEREFORE, Plaintiff sues Defendant for compensatory damages and demands judgment in excess of $75,000, exclusive of attorney's fees and costs. Plaintiff also demands a jury trial on all issues so triable.

COUNT IV - CONVERSION

55. All of the preceding Paragraphs are incorporated here, as if fully set forth herein.

56. Defendant has asserted dominion over Plaintiff's money, which is inconsistent with Plaintiff's right.

57. Despite Plaintiff's demand for its refunds, Defendant's actions have deprived, and continue to deprive, Plaintiff of its money.

58. Plaintiff has been damaged in this regard.

WHEREFORE, Plaintiff sues Defendant for compensatory damages and demands judgment in excess of $75,000, exclusive of attorney's fees and costs. Plaintiff also demands a jury trial on all issues so triable.

DEMAND FOR JURY TRIAL

59. Plaintiff further demands a trial by jury of all issues so triable as a matter of right.

Respectfully submitted,

Anvil Craft Corp.

By its attorneys,

Hartley Law PLLC
/s/ Matthew R. Hartley
Matthew R. Hartley, Esq.

200 East Van Buren, 6th Floor
Phoenix, AZ 85004
Arizona Bar No. 014464
Matt.Hartley@hartleylawusa.com
Tel.: (844) 844-1444
Attorneys for Plaintiff[10]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Complaint, Demand for Jury Trial, and Exhibits, have been served on Defendant pursuant to the processes set forth by this Court.

/s/ Matthew R. Hartley
Matthew R. Hartley

[10]Additional counsel for Plaintiff, Glen Frost and Gregory Kirby from Frost & Associates, LLC, will enter their appearance and/or seek admission to this Court *pro hac vice* shortly after this action is initiated.

EXHIBIT 1

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Business Search

As of 09/04/2025 we have processed all business filings received in our office through 09/02/2025.

Business Search Info:

Anvil Craft Corp

Advanced

Results: 1

Filing Information	Initial Filing Date	Status	Entity Type	Formed In	Address
ANVIL CRAFT CORP. (2906367) >	11/04/1999	Active	Foreign Business Corporation	NEW JERSEY	1005 ASPEN ST, EASTON, PA 18042

ANVIL CRAFT CORP. (2906367)

Request Certificate

Initial Filing Date	11/04/1999
Status	Active
Formed In	NEW JERSEY
Filing Type	Foreign Business Corporation
Principal Address	1005 ASPEN ST EASTON, PA 18042-7344
Registered Office	1005 Aspen St Easton, PA 18042 County: Northampton
Officers	President JOSEPH SKLODOWSKY Vice President PAUL SKLODOWSKY Secretary ROBERT SKLODOWSKY
Governors	Governor Joseph Sklodowsky Governor Paul Sklodowsky Governor Bob Sklodowsky

EXHIBIT 2

ACC

Search for an Entity Name

eCorp Search File FAQ

ENTITY INFORMATION

Search Date and Time: 9/4/2025 9:09:30 AM

Entity Details

Entity Name:	VENSURE EMPLOYER SERVICES, INC.	Entity ID:	11304594
Entity Type:	Domestic For-Profit (Business) Corporation	Entity Status:	Active
Formation Date:	4/27/2004	Reason for Status:	In Good Standing
Approval Date:	4/27/2004	Status Date:	
Original Incorporation Date:	4/27/2004	Life Period:	Perpetual
Business Type:	Other - Other - Other - MANAGEMENT COMPANY	Last Annual Report Filed:	2025
Domicile State:	Arizona	Annual Report Due Date:	4/27/2026
		Years Due:	
Original Publish Date:	4/29/2005		

Statutory Agent Information

Name:	Cogency Global Inc	Appointed Status:	Active 6/28/2024
Attention:			
Address:	300 W. Clarendon Ave., Suite 240, PHOENIX, AZ 85013, USA		
Agent Last Updated:	4/10/2025	E-mail:	
Attention:		Mailing Address:	300 W. Clarendon Ave., Suite 240, PHOENIX, AZ 85013, USA
County:	Maricopa		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	ALEX CAMPOS		1475 S. Price Rd, Chandler, AZ, 85286, Maricopa County, USA	3/31/2013	3/25/2024
CEO (Chief Executive Officer)	ALEX CAMPOS		1475 S. Price Rd, Chandler, AZ, 85286, Maricopa County, USA	3/31/2013	3/25/2024
Secretary	JJ Hutzenbiler		1475 S. Price Rd, CHANDLER, AZ, 85286, Maricopa County, USA		4/10/2025

EXHIBIT 3

CLIENT SERVICES AGREEMENT

In consideration of the mutual covenants and agreements contained herein, and the following Client Service Agreement (collectively, the "***Agreement***"), the undersigned professional employer organization(s), with its principal place of business located at 2600 W. Geronimo Place, Suite 100, Chandler, Arizona 85224 (designated hereafter as "***PEO***") and Anvil Craft Corporation, a/an CCorp entity ("***Client***"), whose address is 1005 Aspen St. Easton PA 18042, agree to the following terms and conditions.

1.0 SCOPE OF AGREEMENT.

The services provided pursuant to this Agreement shall apply only to the Covered Employees. As used in this Agreement, the term Covered Employees shall refer solely to those Client employees occupying the job positions listed in Schedule A for whom Client has timely submitted new hire paperwork required by PEO, including but not limited to written certification that Client has provided all legally required training regarding job and worksite safety and Client has provided all legally required Personal Protective Equipment ("***PPE***"), and for whom PEO has acknowledged acceptance in writing. No worker shall be a Covered Employee, nor should any person begin work at the job site, until PEO has processed the new hire paperwork and enrolled such worker as a Covered Employee. PEO has no responsibility for Client employees who are not Covered Employees, or any other worker, laborer or contractor providing services to Client. PEO's workers' compensation insurance for Covered Employees is strictly limited to covered claims made by Covered Employees during the Term (as defined below). In the event PEO has more than one workers' compensation insurance policy, the coverage provided by such policies is strictly limited to that coverage which is specified in the insurance policy documents.

2.0 TERM.

The term of this Agreement shall commence on the Effective Date, as defined in Section 20, below, and continue for one (1) year ("***Initial Term***"). Upon completion of the Initial Term the Agreement shall renew and continue until terminated by either Party pursuant to Section 18 of the Agreement ("***Successive Term***"). Initial and Successive Terms will be referenced herein collectively as the "***Term***."

3.0 SCHEDULES, ADDENDA AND EXHIBITS

This Agreement incorporates by reference the terms of any related Schedules, Addenda or Exhibits. References to the Agreement refer to the aggregation of this document and any Schedules, Exhibits and Addenda.

4.0 PEO RESPONSIBILITIES.

PEO shall provide the following services with respect to the Covered Employees:

4.1 COMPLIANCE WITH THE LAW.

PEO shall perform its obligations under this Agreement in compliance with all Federal and State laws and regulations governing Professional Employer Organizations

4.2 EMPLOYEE BENEFITS.

As requested by Client, PEO shall offer certain employee benefits to eligible Covered Employees and their eligible dependents through PEO sponsored plans ("***PEO Benefit Plans***") and administer PEO Benefit Plans in compliance with applicable laws and regulations and the terms and provisions of the applicable plan documents. Solely to the extent required by law in order to administer PEO Benefit Plans, PEO retains a right to control, hire and fire the Covered Employees. The applicable plan documents will control eligibility for benefits and the extent of benefits provided under the PEO Benefit Plans. Client will cooperate with PEO in all matters necessary for PEO to properly administer the PEO Benefit Plans, including, without limitation, executing all necessary agreements or other documents. PEO's obligations with respect to employee benefits will not extend beyond the scope of the PEO Benefit Plans. PEO hereby discloses to Client, and Client understands, that the broker of record for the PEO plans is Venefits, LLC ("***Venefits***"). Client understands that it is not required to: (i) use Venefits as its broker regarding any PEO plan or Client Benefit plans; or (ii) participate in a PEO plan, Client Benefit plan, or any other benefit plan as a condition of this Agreement. Client may choose its own benefit plans and/or broker. By executing this Agreement and agreeing to participate in a PEO Benefit Plan, Client hereby waives any and all rights to seek relief against PEO and Venefits, or their respective shareholders, owners, directors, officers, and employees, relating to the payment of fees by Venefits to PEO.

4.3 EMPLOYMENT PRACTICES.

To the extent requested by Client, PEO will provide Human Resources consulting services to designated management employees of Client, including assisting in the preparation of an Employee Handbook and other personnel policies and procedures. Client expressly understands and agrees that in providing Human Resource Consulting services, PEO is not providing legal advice or otherwise acting as the common-law employer of Client's Covered Employees. Client is responsible to consult with legal counsel as needed regarding Human Resource or employment-related issues.

4.4 PAYROLL ADMINISTRATION.

PEO will process payroll payments in accordance with the applicable laws and regulations conditioned upon Client timely and accurately supplying all payroll data and funds necessary for PEO to perform its payroll processing services. In the event Client fails to pay PEO for its services, Client authorizes PEO to elect to pay Covered Employees on behalf of Client using only the applicable minimum hourly wage and/or applicable minimum salary for exempt employees. Client acknowledges that by doing so: (i) PEO in no way waives any right to recover from Client; (ii) PEO in no way admits to any employer or joint employer obligation to pay wages following a failure by Client to pay PEO absent an express obligation arising from state PEO licensing and registration laws; and (iii) Client is not relieved of its obligation to pay any unpaid wages owed to Covered Employees.

4.5 PAYROLL TAXES.

PEO will withhold, report and remit Federal, State, and local payroll taxes, including, without limitation, unemployment insurance contributions, for Covered Employees. PEO shall prepare and submit tax reporting forms required by law or regulation with respect to such compensation and benefits, including but not limited to Forms W-2 (Wage and Tax Statement); W-4 (Covered Employee's Withholding Allowable Certificate); and comparable and/or counterpart forms prescribed by any state or local government.

4.6 UNEMPLOYMENT COMPENSATION.

PEO shall administer unemployment compensation filings and claims, including opposing unemployment claims when appropriate. In those states or other jurisdictions in which PEO may or must use Client's employer account for purposes of reporting and remitting unemployment insurance contributions or any other payroll taxes, Client authorizes PEO to do so and agrees to cooperate with PEO in the use of Client's account. Client shall provide all required and requested forms, signatures, powers of attorney, reports, documents, and current and historical data.

4.7 WORKERS' COMPENSATION.

PEO will provide workers' compensation insurance coverage for the Covered Employees and administer claims under said coverage in accordance with the requirements of applicable law. Client acknowledges that PEO is not a workers' compensation insurance provider, carrier, or broker, and that as such PEO may not be subject to certain laws and regulations governing same. Client's Covered Employees who are not timely reported to PEO, pursuant to the terms of Section 5.10 and in compliance with PEO's new-hire onboarding requirements, will not be covered by workers' compensation insurance provided through PEO for any period during which they are not a Covered Employee.

4.8 EPLI AND CYBER LIABILITY INSURANCE.

PEO shall provide Employment Practices Liability Insurance ("***EPLI***") and Cyber Liability Insurance ("***CLI***"). In the event that Client maintains its own EPLI or CLI, (separate from PEO) Client's coverage shall be primary. In the event of a claim against Client and/or PEO covered by PEO's EPLI or CLI, Client shall be responsible for payment of the deductible or self-insured retention (collectively "***Deductible***") (including all legal fees and costs incurred within the Deductible), unless: (a) Client notified PEO immediately upon knowledge of the claim and no more than one (1) business day from receipt of the claim; (b) Client consulted with PEO prior to taking any actions that are the subject of the claim; (c) Client relied upon written direction provided by PEO regarding the acts that are the subject of the claim; and (d) PEO is found to have

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proximately caused or materially contributed to any liability found as a result of the claim. If all four of the forgoing conditions have been met, then PEO shall be responsible for the Deductible. Client shall be responsible for any expenses, claims, settlements, damages, judgments and attorney fees associated with any claim brought by a Covered Employee against Client and/or PEO not covered by PEO's EPLI or CLI as well as any settlement or claim costs that exceed the amount paid by the insurance carrier pursuant to the EPLI or CLI policies. PEO's EPLI and CLI will only apply to claims made and submitted for coverage during the Term of the Agreement and arising from events occurring during the Term of the Agreement. In the event of a conflict between the terms of the EPLI or CLI policies and this Agreement, the policy terms will control. PEO makes no representations regarding the insurance carrier, insurance limits, deductible, or scope of coverage provided by PEO's EPLI and CLI policies, and all such terms are subject to change without notice. Any coverage provided by EPLI or CLI is subject to the limits of liability, terms, conditions and exclusions of the PEO's policies.

5.0 CLIENT RESPONSIBILITIES.

Client shall be responsible for the following obligations:

5.1 WORK SITE SAFETY

Client is the sole Employer with respect to safety-related compliance, and Client agrees that Client and PEO are not joint employers or dual employers, as those terms are defined by any applicable state law and regulations or OSHA. Client retains exclusive control over the safety of the workplace(s) where Covered Employees work, and thus retains sole responsibility for compliance with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace (***"Workplace Safety Laws"***). Client is solely responsible to identify and eliminate all known workplace threats to Covered Employees' health or safety. Client acknowledges and agrees that Client has not retained PEO to manage or control Client's business or operations, and PEO has no duty or authority to inspect, install, modify, repair, or maintain any equipment, tools, vehicles, or machinery that Covered Employees may use.
However, PEO reserves the right to inspect Client's workplace for the sole purpose of verifying compliance with the terms of the Agreement. Any inspections that PEO or its workers' compensation insurance carrier may conduct are not for the purpose of identifying the unique threats to the health and safety of Covered Employees that may exist in Client's workplace(s), thus such inspections would not fulfill a requirement for a full safety audit or inspection under applicable laws or regulations. Thus, Client will at its sole cost and expense take all necessary steps to comply with Workplace Safety Laws, including, without limitation, the following:

5.1.1

Client shall take reasonable steps to evaluate worksite conditions pertaining to the health and safety of Covered Employees, by doing periodic inspections;

5.1.2

Client shall identify all known hazards to Covered Employees' health and safety, inform Covered Employees of such health and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;

5.1.3

Client shall provide Covered Employees with appropriate and required PPE;

5.1.4

Client shall provide legally required training to Covered Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;

5.1.5

Client shall establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects Covered Employees, and Client shall fully implement Client's IIPP;

5.1.6

Client shall implement specific safety programs as required by state mandated and OSHA requirements, depending on the work environment and the type of work being performed by Covered Employees;

5.1.7

Client shall ensure that each Covered Employee has, and is informed of, the following protections: (i) Covered Employees have the right to complain or report work conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; (ii) Covered Employees have the right to refuse to work in conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; and (iii) Covered Employees will not be subjected to any sort of retaliation or discrimination for reporting unsafe, unhealthful, or hazardous conditions or for refusing to work in unsafe, unhealthful, or hazardous conditions;

5.1.8

Client shall immediately report accidents or injuries and work-related illnesses involving Covered Employees (including "first-aid" events). Client shall deliver a complete written report of an accident or injury to PEO as soon as possible after the occurrence of such accident or injury. Client's failure to timely report an accident or injury involving Covered Employees may result in one or more substantial fines, or other costs, pursuant to applicable law or to insurance company protocols and/or operating procedures. Any fines or any other costs incurred as a consequence of Client's failure to comply with the provisions of this Section 5 shall be the sole responsibility of Client. Client agrees that if PEO receives a citation as a consequence of Client's failure to comply with this Section 5, Client's indemnification obligations, set forth in Section 8 shall apply;

5.1.9

Client will cooperate in accident/injury investigations by the applicable workers' compensation carrier or its representative;

5.1.10

If modified or light duty is required for a Covered Employee by applicable law or requested by PEO or its workers' compensation carrier for the purpose of reducing the costs of claims that may be incurred, PEO will assist Client in providing modified or light duty for the costs outlined in Schedule

5.1.11

In the event PEO safety consultants provide advice or information to Client regarding safety in the workplace, PEO does so as a consultant only and not as the employer in control of the workplace. Client at all times retains sole responsibility for providing appropriate training regarding job duties, workplace safety, and other related topics;

5.2 AT-WILL EMPLOYMENT

PEO is not bound by any employment contract between Client and a Covered Employee, including without limitation a contract requiring cause for termination of employment. Upon termination of this Agreement for any reason, or upon Client's failure either to provide payroll data as required herein or to timely pay as required herein, all Covered Employees shall no longer be Covered Employees serviced by PEO. Any and all services provided by PEO shall be retroactive to the last date of service for which PEO was fully paid by Client for PEO's services.

5.3 WORKERS' COMPENSATION CLASSIFICATION CODE ASSIGNMENT AND CHANGES IN JOB STATUS

Client is solely responsible for the accuracy of the workers' compensation classification code assignment. Client shall notify PEO immediately of any change that may affect the workers' compensation status of any Covered Employee, including but not limited to any change in job duties or job locations. Any increase in charges or costs incurred as a consequence of Client's failure to comply with the provisions of this Paragraph shall be the sole responsibility of Client.

5.4 CLIENT BENEFIT PLANS

Client will not provide employee benefits to Covered Employees or their dependents in addition to or in lieu of the benefits available under the PEO Benefit Plans ("Client Plans") without the express written consent of PEO. To the extent employee benefits are provided to Covered Employees or their dependents under a Client Plan and such Client Plan is not administered by PEO, Client will: (i) ensure that the Client Plan is administered in compliance with applicable law and the terms and provisions of the applicable plan documents; and (ii) retain sole responsibility and liability for the Client Plan. Client understands, acknowledges and agrees that: (a) PEO is not a plan sponsor, plan administrator or fiduciary with respect to any Client Plan; (b) PEO shall have no other role, responsibility or liability with respect to any Client

Plan, including, without limitation, that of a third-party administrator; and (c) to the extent that PEO provides any administrative or other services with respect to a Client Plan, (1) all such services are taken on behalf of Client and at Client's specific direction, (2) PEO shall have no discretion with respect to such services, (3) PEO shall not take on any fiduciary or other obligations as a result of such services under the Employee Retirement Income Security Act of 1974, as amended (ERISA), or any other law and (4) Client shall remain solely responsible and liable for such services and any underlying Client obligations.

5.5 CONFIDENTIAL INFORMATION

Client retains sole responsibility for the maintenance and protection of Client's confidential information, trade secrets, and proprietary information. Except to the extent required by law and/or to perform its duties under this Agreement, PEO will not disclose payroll- and/or health-related data and/or other confidential information it receives from Client.

5.6 CONTROL OF CLIENT BUSINESS.

Client shall have exclusive responsibility for control of Client's Business. For purposes of this Agreement, "Client's Business" shall mean all aspects of Client's business other than the services provided to Covered Employees by PEO during the term of the Agreement. Any action taken in connection with Client's Business shall be deemed taken by or on behalf of the Client, and not by PEO. Neither this Agreement, nor the fact that one or more persons authorized to act on behalf of Client may be Covered Employees hereunder, shall be deemed to grant to PEO any right or authority, or place upon PEO any duty or responsibility, to make any decision regarding Client's Business.

5.7 COOPERATION WITH PEO

Client shall respond in a timely and accurate fashion to requests from PEO for records and data necessary for PEO to perform its services. Upon receipt Client shall immediately send PEO copies of demands, notices, claims, summons and other legal papers related to the Covered Employees. Client shall cooperate with PEO in the investigation, remediation, settlement, and defense of legal claims related to the Covered Employees.

5.8 EMPLOYEE SUPERVISION.

Client shall be responsible for sufficiently supervising, directing, and controlling the Covered Employees in order for Client to safely and lawfully conduct its business.

5.9 DOWNSIZING NOTICES.

Client shall provide all notices required by the Worker Adjustment and Retraining Notification Act ("***WARN***"), and similar state and local laws. Client will also provide PEO with no less than sixty-two (62) days' notice of any layoff or plant closing that may immediately or in the future require the provision of notice under such laws.

5.10 EMPLOYEE DOCUMENTATION.

Client will comply with PEO 's directives regarding the requirements to onboard Covered Employees. Client shall cooperate with PEO to assure receipt by PEO of all properly completed new-hire onboarding documentation, including, but not limited to form W-4, form I-9, and such additional documentation as PEO may require, and Client shall not permit a newly-hired Covered Employee to commence work until PEO has approved the new hire onboarding paperwork and accepted such worker as a Covered Employee.

5.11 FIDUCIARY LIABILITY.

PEO does not provide Client with insurance for fiduciary liability covering loss that might result from a loss of Covered Employee funds held by PEO in a fiduciary capacity.

5.12 EMPLOYMENT LEGAL COMPLIANCE.

Client shall comply with Federal, State and local laws governing labor and employment, including but not limited to the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991, the Age Discrimination in Employment Act ("***ADEA***"), the Americans with Disabilities Act ("***ADA***"), the Family and Medical Leave Act ("***FMLA***"), the Fair Labor Standards Act ("***FLSA***"), the Worker Adjustment and Retraining Notification Act ("***WARN***"), the National Labor Relations Act ("***NLRA***"), the Equal Pay Act ("***EPA***"), the Vietnam Era Veteran's Readjustment Assistance Act ("***VEVRAA***"), the Fair Credit Reporting Act ("***FCRA***"), the Employee Polygraph Protection Act ("***EPPA***"), the Immigration Reform and Control Act ("***IRCA***"), the Older Workers Benefits Protection Act ("***OWBPA***"), the Occupational Health and Safety Act ("***OSHA***"), the Uniformed Services Employment and Reemployment Rights Act ("***USERRA***"), the Genetic Information Non-Discrimination Act ("***GINA***"), and all other local, state (including any and all states within the United States), and federal laws governing the employment relationship, including but not limited to, such laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace (collectively, the "***State and Federal Employment Laws***").

5.13 EXCLUSIVE RELATIONSHIP.

Without the written consent of PEO, neither Client nor any affiliate of Client shall pay wages or other taxable compensation directly to any Covered Employee or directly employ and compensate any Covered Employee. In the event of a breach of the prohibitions contained in this Paragraph 5.13, then, beginning on the first day of the first applicable pay period ("***Pay Period***") in which there was a breach, Client shall (i) be solely responsible to perform all employer obligations, including without limitation provision of workers' compensation insurance coverage, paying all earned wages, withholding, payment of employment taxes, and compliance with all laws and regulations governing the employment relationship, (ii) bear all risk resulting from any failure to perform any such obligations, and (iii) indemnify PEO against any loss, cost, claims or expense arising as a result of such employment or by operation of law as a result of failure of Client to perform any obligation. Client remains solely responsible for payment of reimbursable business expenses owed to Covered Employees.

5.14 LEAVE LAWS AND COMPLIANCE.

Client is solely responsible for obligations and costs associated with compliance with the federal Family and Medical Leave Act ("***FMLA***") and similar state and local laws ("***Leave Laws***"), including but not limited to the cost of reinstating or finding replacement employment and the cost of continuing benefits during FMLA or other similar leave. Client acknowledges that PEO is not a joint employer for purposes of Leave Laws. However, in the event a court or administrative agency determines PEO to be a joint employer for purposes of Leave Laws, Client agrees that it is the primary employer and that it will be the successor employer upon termination of this Agreement for purposes of Leave Laws compliance.

5.15 GOVERNMENT CONTRACTS.

Client is solely responsible for complying with requirements pertaining to government contracts pursuant to federal, state, county or local laws, regulations, and ordinances, including but not limited to compliance with Executive Order 11246, the Walsh-Healey Public Contracts Act, the Davis Bacon Act, and the Service Contract Act of 1965.

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5.16 EMPLOYEE SELECTION.

Client shall have sole responsibility for the pre-hiring evaluation of Covered Employees. No person shall be deemed a Covered Employee until accepted by PEO as a Covered Employee. Client may conduct such testing, interviews, and background investigation and other review of the suitability of any Covered Employee as it may deem appropriate, with or without the assistance of PEO, prior to employment;provided, that any such testing, interviews, and investigations shall be conducted in compliance with all applicable laws, rules, and regulations. PEO shall have no obligation or liability to Client with respect to the suitability of any Covered Employee for his or her job responsibilities. Client expressly understands and agrees that in providing any consulting services or assistance to Client, PEO is not providing legal advice. Client is responsible to consult with outside legal counsel as needed regarding its recruiting and hiring practices.

5.17 LEGAL COMPLIANCE.

Client shall have responsibility for complying with all laws governing the Client's business, including but not limited to required filings, licensing, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance. If any Covered Employee is required to be licensed, registered or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee's services, then any such person shall be deemed to be an employee of Client for such licensure purposes. Client shall be solely responsible for verifying such licensure and/or providing the required supervision

5.18 NOTICE OF CLAIMS.

Client shall promptly advise PEO of all Covered Employee complaints, claims, filings and requests related to the employment of Covered Employees, and shall promptly provide to PEO complete and accurate information regarding such matters. Client shall promptly advise PEO of any claims of discrimination, sexual harassment, or other improper conduct of a Covered Employee or if a Covered Employee is alleged to be a victim of discrimination, sexual harassment, or other improper conduct no later than five (5) business days after Client learns of the claim or allegation.

5.19 OTHER TAXES AND FEES.

Other than payroll-related withholding and taxes covered by this Agreement, Client shall have sole responsibility for paying and reporting all taxes and governmental fees (including environmental fees required by any applicable state's Health and Safety Codes).

5.20 PAID PERQUISITES.

Client is solely responsible for administering, funding, and accurately determining eligibility for paid perquisites, including but not limited to vacation, sick leave (including legally-mandated paid sick leave), other paid time off, profit sharing, deferred compensation, bonuses, severance payments, stock options/grants/warrants, commissions or other equity-based compensation, and other incentive compensation payments. All payments should be made through PEO's payroll in order to ensure proper reporting and remittance of taxes, PEO takes no responsibility for the administration or funding of said paid perquisites payments.

5.21 PAYROLL DATA.

Client will timely and accurately provide all data necessary for PEO to process payroll for the Covered Employees, including but not limited to hours worked, rates of pay, payments owed, and exempt/non-exempt status for every payroll period in accordance with the requirements of the Fair Labor Standards Act ("FLSA"), any applicable state or local law and any agreement between Client and the Covered Employee. Client assumes full responsibility for the accuracy of such reports and the amount of remuneration due each employee. Although upon Client's request PEO may provide Client with information regarding the principles concerning exempt and non-exempt status classifications, Client is solely responsible for determining the exempt status of Covered Employees, and Client agrees that Client alone possesses sufficient information to make such determinations. Client shall maintain accurate records of hours worked to the extent required by law and will make such records available to PEO upon request. Client is solely responsible for creating and maintaining records of hours worked and attendance, regardless of whether Client utilizes time and attendance tracking systems provided by PEO (if any). Client shall maintain other records as directed by PEO and in compliance with PEO 's policies and procedures. Client shall not withhold or authorize the withholding

of a payment of wages absent express written permission from a Covered Employee and will not violate any applicable law pertaining to the payment of wages. Client will not violate any applicable law pertaining to deductions from wages when instructing PEO to make deductions. Client shall not make any taxable payment of any kind, except profit sharing or pension plan distributions pursuant to the terms of a qualified plan, directly to any Covered Employee. Client agrees to immediately forward to PEO any order or notice of garnishment, involuntary deduction, IRS lien or other legal process received by Client affecting wages paid to Covered Employees and, if requested by PEO, to sign such documents as are necessary to authorize PEO to act on Client's behalf in responding to such legal process. Client shall be solely responsible for all non-compliance penalties and liabilities resulting from Client's failure to timely forward such legal process to PEO or to sign required authorization documents.

5.22 PROMPT PAYMENT.

Client shall make timely payments due to PEO under this Agreement to assure timely payment of payroll

5.23 PROTECTION OF COVERED EMPLOYEE RIGHTS.

Client shall notify PEO immediately of any action, event or circumstance which has resulted in or may result in a claim of employment discrimination or sexual harassment, improper denial of workers' compensation or employee benefits, or other alleged violation of the rights of any Covered Employee under any law or regulation governing the relationship of employers and employees

5.24 REASONABLE ACCOMODATIONS.

To the extent applicable to Client and to the extent required by applicable law, Client shall at its sole expense accept obligations and costs associated with compliance with the ADA and similar state and local laws including but not limited to the cost of providing reasonable accommodation of disabilities and religious practices, reinstating employees returning from leave or finding replacement employment for them if required by law, and the cost of continuing benefits during leave if required by law.

5.25 STATE SPECIFIC ADDENDA

This Agreement may reserve certain rights to PEO for the purpose of PEO delivering PEO services in compliance with applicable PEO licensing, registration, certification and other laws authorizing the delivery of PEO services. Any State Specific Addenda executed by Client are incorporated by reference as if set forth fully herein. Any additional duties and obligations of PEO described in the State Specific Addenda are applicable only to the extent required by law, and the reservation of PEO 's right to perform any such duties or obligations is not an admission that such duties and obligations will or have been performed.

5.26 ACA COMPLIANCE.

Client understands, acknowledges and agrees that Client is solely responsible and liable for all obligations with respect to Healthcare Reform's Employer "Play or Pay" Mandate under Section 4980H of the Internal Revenue Code of 1986, as amended (IRC), and other applicable laws, including, without limitation, any tax reporting obligations under IRC Sections 6055 and 6056. To the extent that PEO agrees to assist Client with satisfying these obligations, Client understands, acknowledges and agrees that: (i) PEO is not providing legal or tax advice to Client and Client will seek appropriate legal and tax advice from its own legal and tax advisors; (ii) PEO will rely on the accuracy of all information and documents provided by Client with respect to such assistance; and (iii) Client will remain solely responsible and liable for such obligations.

5.27 IMMIGRATION

Client is solely responsible for all I-9 processes and procedures. Client will ensure that the I-9 is timely and properly completed for all newly hired Covered Employees; retain I-9 documents for the period required by law; and update I-9's when required by law. To the extent requested by Client, PEO may provide information or assistance to Client regarding the proper procedures for completion of the I-9; however, Client retains sole responsibility for complying with all Form I-9 legal requirements. Any fines or other penalties resulting from Client failing to follow proper I-9 procedures and processes will be solely Client's responsibility. Client shall not engage in any discriminatory or other unlawful acts with respect to the I-9 process.

6.0 FEES.

6.1 RATES.

Client shall pay PEO fees according to the rates set forth in the Fee Schedule, attached hereto as Schedule A and such fees and other amounts accruing and due from Client to PEO shall be personally guaranteed through the execution of Schedule B. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately.

6.2 FEE ADJUSTMENT.

The administrative fee reflected on Schedule A is based on conditions as of the Effective Date. The necessity of a revised administrative fee shall be determined from time to time as necessary to accommodate changes in job classifications of Covered Employees. In the event of a change in Client's business, or in current taxes, laws or relationships related to the employer/Covered Employee relationship which affect PEO 's costs, the administrative fee shall be adjusted for any increase in such costs. In the event any such changes are not reported to PEO, prior to calculation of the administrative fee for any Pay Period, the administrative fee for such Pay Period shall be subject to retroactive adjustment and PEO shall be entitled to payment of any such adjusted administrative fee. Annually on Agreement Effective Date, PEO 's administrative fee is subject to an automatic minimum adjustment as necessary to accommodate changes in the market.

6.3 RETROACTIVE FEES OR CHARGES.

To the extent that any tax, premium or other cost of PEO is unilaterally increased by a governmental body or other third party beyond the control of PEO, whether prospectively or retroactively, Client understands, acknowledges and agrees that PEO will invoice Client for such increases and that any fees or charges associated with such increases will be due and payable in the same manner as any other fees or charges invoiced pursuant to this Agreement, even if such fees or charges are invoiced after the termination of this Agreement.

6.4 OPTIMAL BENEFITS PAYMENTS.

For each Pay Period, Client shall also pay to PEO an amount equal to PEO 's costs and charges during such Pay Period related to optional benefits selected by Client and provided with respect to each Covered Employee, such as health insurance, dental insurance, life insurance, disability insurance, matching 401(k) contributions, or other benefits. ("***Benefits Payment***").

6.5 INTEREST ON LATE PAYMENTS.

If Client fails to pay the fees required by Schedule A for any Pay Period, or any other amount payable by Client to PEO under this Agreement, on or before fifteen (15) days following the applicable due date, PEO may, at its option, terminate this Agreement without notice, pursuant to Paragraph 18.2. Additionally, PEO may, at its option, charge and collect interest on any such past due amounts. The rate of interest on the total amount that is past due shall be a rate equal to the greater of the maximum amount allowed by law, eighteen percent (18%) per annum, or five percent (5%) in excess of the prime rate of interest, as published by the Wall Street Journal, in effect from time to time during the period in which such amount remains due and unpaid. Client shall pay any accrued interest within ten (10) days following demand for payment. The imposition of interest on late payments shall not extend the due date of any such payment. The Late Payment Fee is calculated as three percent (3%) of the total amount invoiced, and becomes due upon any failed transfer of funds, regardless of payment method, so long as the failure is not a direct result of a PEO 's error or omission.

6.6 BANKRUPTCY

Client will immediately notify PEO of the initiation of any bankruptcy or receivership or insolvency proceedings of whatever form (whether voluntary or involuntary). Client agrees that any wages or taxes or contributions paid or advanced by PEO prior to such bankruptcy that remain unpaid by Client shall be treated as outstanding wage obligations for the purposes of determining priority in the associated legal proceedings with the intended effect that PEO shall have the same rights as Covered Employees with respect to such wages and associated taxes and shall be entitled to relief as necessary to apply such status

6.7 ANCILLARY FEES

Client agrees that the fees outlined on Schedule A are not inclusive of other fees that may be assessed by PEO for failure to comply with the terms of this Agreement, including but not limited to the ancillary fees located on Schedule C.

6.8 OCCURRENCE FEE DEPOSIT

Client agrees to remit to PEO the Occurrence Fee Deposit ("***OFD***") reflected on Schedule A for the purpose of guaranteeing Client's obligation to reimburse PEO up to the Occurrence Fee listed on the Schedule A for each and every workers' compensation claim incurred by any covered individual under the workers' compensation insurance administered by PEO pursuant to this CSA. This security deposit shall be paid to PEO by Client on or before the first payroll processed by PEO under the CSA. The Occurrence Fee obligation of Client is the amount equal to the total incurred amounts, up to the Occurrence Fee amount of each and every claim as described above, and as further identified in Schedule A of the CSA, less amounts previously paid by Client. PEO shall produce a monthly Occurrence Fee Statement (***"OFS"***) identifying the employee, date of injury, total incurred amount, and the amount previously invoiced, as well as the balance due from Client. The balance due shall be the combined total of the total incurred amount of each claim, up to the Occurrence Fee, less any amounts previously paid to PEO by Client relating to the Occurrence Fee. An OFS will be emailed to Client no later than the 10th day of each month and PEO shall invoice Client for the OFS amount each month and shall e-mail the invoice to Client by the 15th day of the same month, and such invoice shall be due on or before the 25th day of the month. Client agrees that at PEO's sole discretion, the OFD may be used to pay any financial obligation owed by the client under the terms of this CSA. Client's obligation to pay the Occurrence Fee shall continue post termination of the CSA until such time as the occurrence fee liability limit is reached or the claim is closed. Upon termination of the CSA by either party, PEO shall, within five (5) business days of notice of termination, calculate the Client's Estimated Total Incurred Liability ("ETIL") by using actuarially sound methods and factors which are customarily utilized by workers' compensation insurance companies for developing incurred losses to their ultimate liability. PEO shall provide CLIENT with a copy of the ETIL calculation and all data used by PEO to calculate same, including an invoice for the balance of the Occurrence Fee, less the OFD, and Client agrees to pay PEO the invoice amount within fifteen (15) days of receipt of the invoice. If the invoice amount results in a credit, PEO shall remit to Client the credit balance within fifteen (15) days of the calculation date. Post-termination, PEO shall continue providing Client with a monthly Occurrence Fee statement until all claims are closed and the Occurrence Fee obligation is paid in full. The OFD shall be held a minimum of ninety (90) days following the termination of this CSA to account for potential of incurred but not reported (***"IBNR"***) claims or the reopening of claims. PEO shall return any unused OFD amount to the client within forty-five (45) days from the date upon which all of the client's obligations under the CSA have been fulfilled. If the Occurrence Fee amount is changed subsequent to this agreement, the OFD shall be retained to cover the obligations of this agreement and used or returned as outlined herein. In exchange for the Occurrence Fee, PEO shall provide Client with comprehensive loss control services designed to reduce the frequency and severity of occupational injuries and increase regulatory compliance, PEO's services include but are not limited to worksite safety inspections, IILP development and implementation, employee training, education support, claim intake and reporting, claim investigations, claim following and shadow adjusting, loss history evaluation and other general loss control program management.

7.0 PAYMENT PROCEDURES.

No later than 10 a.m. three (3) business days before the applicable payroll issuance date (***"Payday"***), Client will provide PEO, in the method authorized by PEO, with the payroll data upon which each Covered Employee's compensation is calculated, in the format proscribed by PEO. As soon as practicable following receipt of the payroll data, PEO will send to Client an invoice for payment. Upon receipt of the invoice, Client will notify PEO of any errors or modifications proposed by Client and thereafter waives any right to dispute the content of the invoice. Client shall make payment no later than one (1) business day prior to each Payday. PEO requires the Fee to be paid one (1) business day before delivery of payroll. PEO furthermore requires all funds to be either (1) ACH deposited (PEO-initiated); (2) deposited via reverse wire transfer (PEO-initiated); or (3) deposited via wire transfer (Client-initiated) directly into PEO 's payroll account being administered by its designated bank. The method of payment will be determined by PEO in its sole discretion and Client will provide all necessary bank account information during the client intake process, prior to the processing of Client's first payroll under this Agreement. PEO does not accept checks as payment for services of any kind. The Payday shall be the same day of each Pay Cycle as the First Payday. Any change in the Payday shall require PEO 's prior consent at least thirty (30) days prior to such change. PEO may, if PEO determines in its sole discretion that Client is a credit risk, require Client to tender payment for the charges set forth in Schedule A for each Covered Employee, on the first business day prior to each payroll period in an amount equal to the estimated amount for the current payroll period. The estimated amount for the current payroll period will be the amount equal to the amount invoiced to and paid by the Client for the immediately preceding payroll unless PEO, in its sole discretion, contacts the Client with a different amount. PEO shall earn the amount concurrently with the accrual of the services PEO provides to Client. Upon receiving an invoice from PEO, Client shall immediately pay for any additional amount for that payroll

period. Client understands and agrees that any overpayment can be used by PEO to offset the estimated amount due on the subsequent payroll period. If the Client does not make the payment on the first business day prior to each payroll period as required by this paragraph, PEO may, at its option, declare the Client to be in default and immediately terminate this Agreement.

8.0 INDEMNITY.

8.1

Client hereby agrees to indemnify, defend, and hold PEO harmless from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof or the negligence of PEO, arising from: (1) Client's material breach of the Agreement or violation of any representation or warranty associated with the Agreement; (2) the products or services provided by Client; (3) the actions or inactions of any Covered Employee; (4) the supervision and employment of Covered Employees and termination thereof; (5) Client's failure to comply with wage and hour laws, regulations, or rules in the workplace (including meal and rest breaks, minimum wage, and overtime); (6) the actions or inactions of any agent or Covered Employee employed by Client, or of any other individual, including without limitation, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and the State and Federal Employment Laws.

8.2

PEO, except to the extent Client assumes liability under the Agreement, hereby agrees to indemnify and hold Client harmless from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities arising from PEO 's gross negligence in the performance of duties expressly required by the terms of this Agreement. PEO 's indemnification obligation includes the obligation to indemnify Client in the event payroll taxes, workers' compensation premiums or state unemployment payments are not paid timely and accurately. Such obligation is contingent upon Client providing PEO with timely and accurate information, as well as payment by Client to PEO of the required fees under this Agreement.

8.3

Client and PEO expressly agree that the indemnification provisions of the Agreement shall not be limited to claims, expenses or liabilities for which one of them is solely liable, but shall also apply to claims, expenses and liabilities for which Client and PEO are jointly or concurrently liable. In such event, if either of them advances funds in connection with a claim, expense or liability in excess of its pro rata share, such party shall be entitled to recover from the other party the difference between such party's share and the actual amount paid. The indemnification provisions of the Agreement shall survive termination of the Agreement.

9.0 REPRESENTATIONS AND WARRANTIES.

Client represents and warrants as follows:

9.1 CLIENT'S OBLIGATIONS TO COVERED EMPLOYEES.

(i) All compensation of the Covered Employees accrued prior to the Effective Date and for which Client or any third party is responsible and obligated has been paid in full; (ii) neither Client, nor to the knowledge of Client, any third party who provides or has provided PEO services or personnel staffing services to Client, has any employment contract, written or verbal, with any Covered Employee; (iii) there are no separate contracts, agreements or other arrangements existing with respect to the Covered Employees as a group or any of them which would bind or obligate PEO, except as expressly set forth herein; (iv) Client shall notify PEO of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Client, and of any changes in such locations; and (v) all pension, profit-sharing, or other employee benefit plans existing at the Effective Date are current and in compliance with applicable law, and execution of this Agreement shall not be deemed a breach under the terms of those plans.

9.2 INFORMATION.

As of the Effective Date, and throughout the term of this Agreement, all information provided by the Client in contemplation of this Agreement or pursuant hereto, including but not limited to financial statements, employee lists, job descriptions and classifications, compensation, benefits, historical and pending legal claims, and time reports is and shall be true and correct. No material adverse change has occurred

in the financial condition of the Client or any guarantor of Client's obligations under this Agreement since the date upon which any financial statements of Client or such guarantor were provided to PEO. In the financial condition of the Client or any guarantor of Client's obligations under this Agreement since the date upon which any financial statements of Client or such guarantor were provided to PEO.

9.3 WORK SITE SAFETY.

Client is in compliance with all applicable Workplace Safety Laws, and Client has maintained, and will continue to maintain throughout the term of this Agreement, Client's workplace(s), machinery, equipment, and environmental factors in compliance with applicable Workplace Safety Laws.

9.4 NO LITIGATION.

Except as previously disclosed to PEO in writing, there is no action, suit, proceeding or investigation pending, or, to the knowledge of Client, threatened against Client, related to the Covered Employees or the Client's employer/employee relationship with the Covered Employees or which may result in a material adverse change in the financial condition of Client or of any guarantor of Client's obligations under this Agreement. Client will advise PEO promptly upon the inception of any such action, suit, proceeding, investigation or threat thereof.

9.5 COMPLIANCE WITH APPLICABLE LAW.

Compliance with Applicable Law. Client has not violated any applicable statute or regulation in any respect, which would adversely affect the Covered Employees or Client's employment relationship with the Covered Employees. Client is and shall remain in compliance with all statutes, regulations, and executive orders with respect to Covered Employees and employment practices. Client acknowledges that certain requirements applicable to employers under various federal and state statutes, rules, and regulations, including but not limited to the Family Medical Leave Act, Americans with Disabilities Act, Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, and Age Discrimination Employment Act, are based on the size and identity of the employer, and that Client's status under one or more of such statutes, rules, and regulations may change as a result of entering into this Agreement.

10.0 ACCESS TO WORKPLACE AND BUSINESS RECORDS.

PEO shall be entitled to review all business operations of Client and to audit all books and records of Client to the extent necessary to assure compliance by Client with its obligations under this Agreement. Client shall provide PEO or its designee's access, at any reasonable time during customary business hours, to the business premises, books, and records of Client to the extent necessary to assure such compliance.

11.0 INSURANCE.

Client shall maintain, at all times, the following insurance coverages with an A.M. Best "A" rated or better carrier:

(i) comprehensive general liability (including, but not limited to bodily injury, premises, operations, contractual liability, productand completed operation liability, with broad form endorsements, personal injury and advertising liability);
(ii) automobile liability, including non-owned and hired autos (to the extent any Covered Employees will be assigned to positions requiring them to drive for Client); and
(iii) professional liability insurance, if appropriate, including but not limited to malpractice or errors and omissions coverage and in compliance with any regulation mandating such coverage.

Each of such policies shall have as a minimum a limit of liability not less than one million dollars ($1,000,000). Client shall have PEO listed as an additional insured on all such policies. By the Effective Date of this Agreement, Client shall furnish PEO with Certificates of Insurance as evidence of coverage. Each of such policies shall be on an "occurrence" basis. However, in the event that an "occurrence" policy is not available, Client shall maintain an equivalent "claims made" policy until the expiration of all statutes of limitation applicable to any claim which could arise under this Agreement or by virtue of the services provided by the Covered Employees.

12.0 EXISTING INSURANCE.

Unless otherwise specifically agreed in writing by PEO, Client shall maintain in full force and effect at all times during the term of this Agreement, all insurance required under this Agreement and all property, fire and liability insurance (other than workers' compensation insurance applicable to Covered Employees) existing as of the Effective Date. Client further agrees to cause PEO to be named as an additional insured with respect to each such policy of insurance.

13.0 FIDELITY BONDS

Client shall advise PEO of any Covered Employee with access to cash or Fidelity Bonds, or other property of Client or of any third-party property within the control of Client. PEO may, at its option, require Client to obtain a fidelity bond naming Client and PEO as insured(s) with respect to each such Covered Employee. PEO shall have no obligation with respect to or liability as a result of embezzlement, fraud, defalcation or misappropriation of any of such property by any Covered Employee, and Client indemnifies PEO against loss, cost, claim, or expense arising from any such action

14.0 CONTRACTORS.

PEO shall have no obligation to provide workers' compensation insurance for Client's contractors or employees of contractors engaged by Client. Client shall not, directly or indirectly, engage or hire any contractor that does not have workers' compensation insurance coverage with respect to its employees. Client shall obtain a certificate evidencing workers' compensation insurance coverage with respect to the employees of any contractor engaged by Client, or shall provide workers' compensation insurance coverage with respect to the employees of any such contractor.

15.0 DEFAULT.

In the event of default by Client in performance of any obligation under this Agreement, PEO may, at its option and at Client's expense, (i) take such action as may be necessary to cure any such default, (ii) impose an additional charge or fee to compensate PEO for any costs, expense, or inconvenience resulting from such default, (iii) offset against any security deposit held by PEO any amount due PEO hereunder, (iv) terminate this Agreement as provided in section 17, and (v) exercise any other remedy available by law, including but not limited to enforcement of any obligation of Client to indemnify PEO under this Agreement. Client acknowledges that the exclusive PEO relationship described in Section 5.13 and Client's obligations to perform its obligations thereunder are fundamental to PEO 's expectations under this Agreement. If this Agreement is terminated by PEO as the result of a breach by Client of such obligations, in addition to all amounts invoiced and owed for services provided to Client, PEO shall be entitled to recover as liquidated damages an early termination fee of $500.00 per Covered Employee that is active in PEO's system at the time of termination by PEO for the breach by Client, in addition to other remedies available to it under this Section 15.

16.0 DEPOSIT.

Client agrees to tender to PEO a deposit in an amount determined by PEO not to exceed ten percent (10%) of the total workers' compensation premium. PEO shall hold such workers' compensation deposit to secure Client's performance of its obligations under this Agreement. PEO may co-mingle such workers' compensation deposit with its own funds, and shall have no obligation to separately maintain or account for such funds. PEO shall have a security interest in, and all rights of a secured party under the laws of the State of Arizona with respect to, as well as a right of offset against, such workers' compensation deposit, to secure amounts due to PEO under this Agreement.
PEO shall have no obligation to notify Client of its intent to apply any of such funds to any past due amount prior to such action. In the event Client or PEO terminates the agreement, PEO agrees to return the deposit within ninety (90) days. PEO shall return the workers' compensation deposit, or any remaining portion thereof, to Client following termination of this Agreement and satisfaction of all monetary and non-monetary obligations of Client to PEO. PEO shall have no obligation for payment of interest on such funds.

17.0 TERMINATION.

17.1 NOTICE.

PEO may terminate this Agreement for any reason by providing Client written notice of such termination no less than thirty (30) days prior to the effective date of the termination. After the initial first year term of this Agreement, Client may terminate this Agreement for any reason by providing PEO notice of such termination no less than thirty (30) days prior to the effective date of the termination. Client may also terminate this Agreement in the event of a material breach by PEO following (1) a written notice of breach; and (2) a period of no less than thirty (30) days to cure the breach set forth in said notice.

17.2 IMMEDIATE TERMINATION.

PEO may, in its discretion, terminate this Agreement immediately without prior written notice for any of the following reasons:

(i) failure to pay any invoice and/or amounts owed when due. In the event that Client is in default of this Agreement due to its failure to pay any invoice and/or all amounts due PEO, PEO, reserves the right at its election to terminate this Agreement retroactive to the beginning of Client's pay cycle for which Client is in default. Termination of the Agreement shall not relieve Client of any and all obligations set forth in this Agreement. PEO will no longer have any additional obligations under this Agreement with respect to Client and Client's Covered Employees;

(ii) failure to comply with any directive of PEO, when such directive is made to comply with (a) a federal, state or local governmental body, department or agency, or (b) a directive by an insurance carrier providing coverage to PEO and/or its employees;

(iii) making a direct payment of taxable wages by Client to any Covered Employee under this Agreement for services contemplated by this Agreement;

(iv) performing any act that usurps any legal or contractual right or obligation of PEO to the Covered Employees;

(v) the threat of, or actual, filing by or against Client for bankruptcy, reorganization or appointment of a receiver, supervisor, assignee, or liquidator over its assets or property;

(vi) a material breach of this Agreement;

(vii) a money judgment against Client which remains unsatisfied for more than thirty (30) days and has not been appealed; and/or

(viii) PEO determines, in its sole discretion, which Client is a credit risk.

17.3 REPLACEMENT COVERAGE.

In the event that this Agreement is terminated, regardless of the reason for the termination, Client shall immediately secure (i) replacement workers' compensation insurance for the benefit of the Covered Employees who continue their employment with Client; and (ii) replacement group health insurance for the benefit of both the Covered Employees who continue their employment with Client and any former Covered Employees of Client who are maintaining COBRA continuation coverage under a PEO Benefit Plan or who are otherwise entitled to COBRA continuation coverage. If Client does not secure replacement health insurance coverage in accordance with clause (ii) of the previous sentence, or should there be any delay in securing such coverage, Client shall pay PEO an administrative service fee of $500 per Covered Employee for each month the Covered Employee is insured by PEO 's continuing coverage under COBRA.

17.4 EFFECTIVE DATE OF TERMINATION.

To the extent permitted by law, in the circumstance of termination by PEO due to Client's failure to pay one or more invoices when they are due, PEO reserves the right to make the termination of the Agreement effective on the last day of the payroll period for which PEO received full payment by Client.

17.5 OBLIGATIONS OF THE PARTIES

Upon termination of this Agreement, regardless of how occurring, (i) Client shall pay to PEO the fees reflected on Schedule A with respect to service by Covered Employees during the term of this Agreement, (ii) PEO shall pay Covered Employees, make payments to third parties with respect to Covered Employees, and complete its accounting and reporting duties with respect to Covered Employees' service during the term of this Agreement, (iii) Client shall indemnify and hold PEO harmless from any loss, cost, claim, or expense, resulting from termination of PEO 's relationship with Covered Employees as a result of the termination by Client of this Agreement (except to the extent any such claim, cost, expense, or other loss is the result of action by PEO which is contrary to the provisions of this Agreement or applicable law or regulations), including, but not limited to any such loss, cost, claim, or expense resulting from the occurrence of a qualifying event under I.R.C. § 4980B with respect to any Covered Employee and any obligation to compensate any Covered Employee with respect to any period prior to or during which this Agreement was in force for unpaid vacation and sick leave, and (iv) each of the parties shall do all things necessary or requisite to conclude the business relationship and comply with Covered Employee and employer payment and reporting obligations. Following termination of this Agreement, PEO shall have no further obligations hereunder except as specifically described in this Agreement

17.6 EARLY TERMINATION FEE.

In the event Client terminates the Agreement in a manner that contravenes Section 17.1, Client shall pay PEO an early termination transition fee in the amount of $75.00 per Covered Employee due to the costs and administrative burdens placed on PEO when a client terminates without sufficient notice.

18.0 DISPUTE RESOLUTION.

18.1 ARBITRATION.

Except for claims for non-payment of fees under this Agreement and claims for injunctive relief, in the event of any claim, dispute or controversy arising out of or relating to the interpretation, performance and/or breach of this Agreement, the parties agree that any claim, dispute and/or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Client and PEO, whether based on tort, contract, statutory or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration. The arbitration proceedings shall occur in Maricopa County, Arizona. The Arizona Code of Civil Procedure and Evidence shall apply to any such proceeding, and the arbitrator shall be a retired Federal or Arizona Superior Court Judge.
To the extent applicable in Arizona civil actions, the following shall apply and be observed: all rules of pleading (including the right to file a demurrer and motion to strike), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, summary adjudication, and judgment on the pleadings. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pled, and the arbitrator may not invoke any basis other than such controlling law. Awards exceeding Fifty Thousand Dollars ($50,000.00) shall include the arbitrator's written opinion providing reasoned explanations for the decision, and at either party's written request within ten (10) days after issuance of the award, shall be subject to reversal and remand, modification, or reduction following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Arizona courts of appeal regarding a civil judgment following court trial.

18.2 SMALL CLAIMS.

Any claim, controversy, or dispute arising out of or related to this Agreement in an amount equal to or less than the jurisdictional limits applicable under the Small Claims Division of Justice Courts (A.R.S. § 22-501 et seq.) of the State of Arizona (the "***Small Claims Division***") shall be brought in Maricopa County, Arizona and shall be subject to, for purposes of this provision, the Small Claims Division. Client waives any objection to jurisdiction of the courts of the State of Arizona and venue in Maricopa County, Arizona.

19.0 GENERAL.

19.1 WAIVER OF COVENANT, CONDITION, OR REMEDY.

The failure to require performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise, nor shall it excuse future performance in strict accordance with the provisions of this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

19.2 APPLICABLE LAW.

This Agreement will be determined to be a contract made within the State of Arizona and for all purposes will be governed and construed under and in accordance with the laws of the State of Arizona, notwithstanding choice of law principles, except that the PEO licensing laws of the state where the Covered Employee(s) work or worked shall apply, where applicable.

19.3 HEADINGS.

Captions and organization are for convenience and shall not be used in construing meaning.

19.4 TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement.

19.5 SEVERABILITY.

Should any term, warranty, covenant, condition or provision of this Agreement be held to be invalid or unenforceable by a court or other body of competent jurisdiction or pursuant to arbitration, the balance of this Agreement shall remain in force and shall stand as if the unenforceable part did not exist. The invalid or unenforceable provision shall be replaced by a provision as similar as possible and which is valid and enforceable.

19.6 ENTIRE AGREEMENT.

Any proposal, bid, offer, or other prior discussion or communication regarding the subject matter of this Agreement is preliminary in nature, is superseded by this Agreement, and is intended solely for the purpose of discussion and evaluation. This Agreement constitutes the entire agreement between the parties. No other agreement, statement or promise, or modification or amendment of this Agreement shall be binding unless in writing and signed by both parties to this Agreement. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement, including but not limited to any statement made by any marketing agent of PEO. Client acknowledges that PEO has made no representation concerning whether PEO 's services will improve the performance of Client's business.

19.7 ENFORCEMENT COSTS.

In any action or proceeding to enforce any of the provisions of this Agreement, the prevailing party shall, in addition to all of the rights and remedies of the law, be entitled to recover the costs and expenses of any such litigation, including reasonable attorney's fees and costs.

19.8 SUCCESSORS AND ASSIGNS.

The rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

19.9 ASSIGNMENT.

This Agreement shall not be assigned by Client to another party without the written consent of PEO, which consent shall not be unreasonably withheld. PEO may assign this Agreement without any consent or notice to Client.

19.10 AMENDMENTS.

This Agreement can be amended or modified only by written agreement between the parties.

19.11 NOTICES.

All notices and demands by mail shall be made by certified mail, postage prepaid, return receipt requested or by electronic mail. Notice shall be considered given and effective when mailed, or when transmitted, as applicable. Unless otherwise advised in writing by the other party, each party shall transmit notices and demands to the addresses indicated in the introductory paragraph of this Agreement or to any other such address or e-mail address provided to the other party in writing from time to time.

19.12 NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein contained shall be deemed to create a joint venture or partnership between Client and Arizona. PEO is an independent contractor of Client and shall not be its principal, director, agent, master, servant, or employee.

19.13 WAIVER OF SUBROGATION.

The parties each hereby waive any claim which it or anyone claiming through, or under it, by subrogation or otherwise, might now or hereafter have against the other party on account of any loss or damage which is insured against, to the extent that such loss or damage is recovered under policies of insurance required to be provided hereunder. Each party agrees to immediately give each insurance carrier providing any such policy written notice of the terms of the mutual waiver described above, and to have said insurance policies properly endorsed to reflect such waiver. Each party shall cause its insurance carrier to provide written evidence of said waiver.

19.14 NO CONSTRUCTION AGAINST DRAFTER.

PEO has prepared this Agreement and provided it to Client for Client's review. Client has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed against PEO on the basis that PEO drafted it. This Agreement shall be viewed as if prepared jointly by PEO and Client.

19.15 COUNTERPARTS AND FAX SIGNATURES.

This Agreement, any document or instrument entered into, given, or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any Party may deliver its signature to this Agreement by facsimile or via email, and that signature shall be treated as an original for all purposes. Any signature page of this Agreement or of such an amendment, supplement, document, or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

19.16 FALSE OR OMITTED INFORMATION

Any false statement or omission with regard to any information supplied by Client to PEO in anticipation of Client's contracting with PEO or at any other time shall be deemed a material breach of this Agreement and PEO, at its option, may terminate this Agreement and seek appropriate relief.

19.17 RESPONISIBILTY FOR LEGAL RIGHTS.

Client acknowledges and agrees that PEO is not engaged in the practice of law or the provision of legal services, and that Client alone is completely and independently responsible for its own legal rights and obligations. PEO 's agreement to perform certain employer functions does not establish an obligation to perform all employer related functions, and PEO reserves the right to reject claims by Covered Employees with respect to matters that are not the responsibility of PEO.

19.18

NEITHER CLIENT NOR PEO WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES) HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.19 SCOPE OF SERVICES.

PEO shall provide only the services expressly described in this Agreement. No other services shall be provided or implied. PEO is not obligated to provide, nor is it responsible for, strategic, operational or other business-related decisions with regard to Client's business. Nor shall PEO have any obligation to provide equipment for the Covered Employees. Covered Employees in supervisory positions shall have no responsibility for employees other than the Covered Employees, nor shall PEO have responsibility or liability for Client's employees other than the Covered Employees.

19.20 TERMS SURVIVING TERMINATION OF AGREEMENT.

Termination of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement. The obligation of either party to notify, indemnify, defend and hold harmless the other under the terms of this Agreement shall continue after the termination hereof with respect to events occurring prior to such termination. In addition, the following provisions shall survive the termination of this Agreement: Section 5.7 (Cooperation with PEO), Section 6.5 (Interest on Late Payments), Section 8 (Indemnity), Section 15 (Default), Section 16 (Deposit), Section 17.5 (Obligations of the Parties), Section 18 (Dispute Resolution), and Section 19.27 (Duty to Cooperate).

19.21 THIRD PARTY BENEFICIARIES

The parties acknowledge and agree that no parties other than the parties hereto are intended to benefit hereunder. No rights of any third party are created by this Agreement and no person other than parties to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

19.22 FORCE MAJEURE.

If PEO is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority, riot, war, rebellion or other causes beyond the reasonable control of PEO or other acts of God, then upon written notice to Client, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and PEO shall have no liability to Client or its affiliates (or any other party) in connection therewith. PEO shall make all reasonable efforts to remove such disability as soon as reasonably practicable.

19.23 SIGNATURES.

Any individual signing this Agreement on behalf of Client or PEO represents, warrants and guarantees that she or he has full authority to do so. Signatures may be provided electronically, and the parties agree that all future transactions between them may be executed via electronic signature. The parties agree that digitally signed, scanned, or faxed copies of this Agreement, shall be deemed to have the same legal force and effect as the original signed copy. Thus, neither party will contest an otherwise valid signature on the basis that it was provided electronically.

19.24 SECURITY OR GUARANTEE.

PEO may, at its option, request security from Client. This security may, but is not required to be, in the form of a security deposit or personal guarantee.

19.25 NO INDUCEMENT.

Client understands, acknowledges and agrees that the PEO services provided pursuant to this Agreement are not being provided as an inducement to purchase insurance coverage of any kind, nor do such services constitute insurance or the sale of insurance of any kind.

19.26 PEO DOES NOT PROVIDE LEGAL OR TAX ADVICE.

Client understands, acknowledges and agrees that the PEO services provided pursuant to this Agreement shall not constitute legal or tax advice to Client and Client shall seek all appropriate legal and tax advice from its own legal and tax advisors.

19.27 DUTY TO COOPERATE.

Each party will have the duty to cooperate with the other in the event of any claim filed by a Covered Employee or former Covered Employee, or any government agency investigation of a complaint filed by a Covered Employee or a former Covered Employee who is covered by this Agreement. Such duty will survive the termination of this Agreement. Client agrees to cooperate with PEO as needed for any state licensing and/or registration requirements. Client further agrees to cooperate with PEO as needed for compliance with any additional state statute, regulation, or other requirement not aforementioned or referenced above or below. Such duties will survive the termination of this Agreement.

20.00 EFFECTIVE DATE.

The actual effective date of this Agreement is the *actual first day of the of the first payroll period of the Client where PEO processes payroll for the Covered Employees as defined in the Agreement and Client pays, timely and in full, any and all invoices for related services (the* ***"Effective Date"****). This Agreement shall not be in effect nor will PEO be responsible for any workers' compensation, payroll, related tax computation or payment, general services or duties as described in this Agreement until the Effective Date is confirmed by PEO and that conditions described above are fully met.*

FOR PEO(s): Vensure Employer Services	FOR THE CLIENT: Anvil Craft Corporation
By: DocuSigned by: Carol Marshall 3F2EF3C31278463...	By:
Print Name: Carol Marshall	Print Name: Paul T. Sklodowsky
Title: Senior Vice President of Client Relations	Title: V. P.
Date: 5/28/2020	Date: 5/21/20

Schedule A

This addendum to the Client Services Agreement was created exclusively for Anvil Craft Corporation. The fees listed below are related taxes and insurance for the states listed below in addition to the human resource management duties assumed by the PEO as outlined in the Client Services Agreement.

State	Code	# of Emps	Est Annual Payroll	Payroll Frequency	WC Rate	FICA	FUTA	SUTA %	Admin %	Pre-Unemp. CAP	Post-Unemp. CAP
PA	0953	5	$200,000	Weekly	0.1148	7.65	0.60	Client Rate	1.50	9.86	9.26
PA	0658	12	$1,200,000	Weekly	9.3562	7.65	0.60	Client Rate	1.50	19.11	18.51
PA	0413	14	$730,000	Weekly	4.7642	7.65	0.60	Client Rate	1.50	14.51	13.91

Schedule A *(Cont.)*

Administration

Payroll Frequency	Weekly	*Pay periods per year: Weekly (52), Bi-Weekly (26), Semi-Monthly (24), Monthly*
Per Check Fee	$0.00	*Per check fee per employee based on payroll frequency.*
Per Head Fee	$1,030.65	*Annual fee per employee prorated and billed per payroll frequency.*
Admin %	1.50%	*Fee charged per $100 gross wages on each payroll. This amount is factored into the Pre and Post-Unemployment Caps above.*
Client Implementation Fee	$0.00	*One-time Client set up fee.*
Delivery Fee	$25.00	*Per paper check delivery.*
Cyber Liability Ins (Groups 26+)	$500.00	*PCPY - Automatic Enrollment, opt out available upon request.*
EPLI (Groups 1-100)	$5.00	*PEPM - Automatic Enrollment, opt out only if existing policy retained.*
Alternate Employer Endorsement	$100.00	*Per endorsement.*
Loss Occurrence Fee	$500.00	*Per claim.*
Loss Occurrence Fee Deposit	$500.00	*One time charge.*
Waiver of Subrogation Endorsement	$100.00	*Per endorsement.*

Core Services Included: PEO

Payroll Administration
- Prepare, File, And Pay Your Payroll Taxes
- Issue Payroll Checks/Direct Deposits
- Provide Unlimited Reports
- Issue Annual W-2s
- Administer Unemployment Claims
- File New Hire Reports
- Process Garnishments And Maintain Compliance
- Track PTO And Sick/Vacation Time
- Work Opportunity Tax Credit (WOTC)
- Basic General Ledger Interface
- Payroll Debt Card Access

Vfficient Payroll Technology
- Secure 24/7 Online Access to Payroll & Human Resource Data
- Customizable Security Settings by User
- Real-Time Updates to Payroll & Human Resource Data
- User Friendly Payroll Entry
- Online Payroll Approval Processing
- Manual Batch Creation Outside of Normal Payroll Processing
- Current & Historical Data Available for Insurance, 401k, PTO Benef
- Access to Payroll, Human Resources, Census Reports, Invoices
- Employee Appraisal Reviews, Goal Setting, Disciplinary Action
- Employee Access to Personal Historical Payroll Information
- Memo Capabilities to Employees with Online Access

See separate Fee Schedule to include, but not limited to, fees associated with ACH, NSF, Pre-Note Bypass, Envelope & Check Order, Customized Timesheet, Additional Batch, etc.

Core Human Resource Services
- Human Resource Database & File Maintenance
- Compensation Compliance - FLSA, State Wage & Hour Laws
- Immigration Compliance (Including Form I-9 and E-Verify)
- Drug Free Workplace Policy
- Performance Appraisals
- Guidance on EEOC, ADAAA, ADEA, FMLA, and CRA concerns
- Rewards & Recognition Programs
- Review/Development of Employee Handbook Manual with Policies, Procedures, and Guidelines
- Salary Review & Market Comparisons
- Sexual Harassment, Discrimination Training (Employee & Managerial)
- Employee Perks - Movies, Rental Cars, & More
- Unemployment Claims Administration Assistance

Employees Enjoy Secure Access
- Employment profile
- Printable check stubs
- Printable W-2s
- Earnings and deductions details
- Direct deposit information
- Tax withholdings elections and year-to-date totals
- Benefit plan selections
- Paid leave status and activity

Loss Control *(If Elected)*
- Workers Compensation Insurance
- Claims Services
- OSHA Compliance

Schedule A *(Cont.)*

Additional Services Available

Service	Rate	Per	One-Time Implementation Fee	Request Further Information During Implementation for Possible Enrollment
401(k) Administration	-	-	Included	
ACA Annual Reporting *(See Policy for Client Retained Benefits)*	-	-	Included	
Alternative Workforce Solution		Varies by Product/Service Elected		
Background Screening Services		Varies by Product/Service Elected		
Benefit Premium Remittance *(If Client Retained)*		Varies by Product/Service Elected		
Business Domain & Employee Identity Theft Protection		Varies by Product/Service Elected		
Employee Assistance Program *(Incl w/Life Ins Policy)*	-	-	Included	
Employee Perks	-	-	Included	
E-Verify	$3	Verification	Included	
General Ledger Interface		Basic Included, Customization Available		
General Liability Pay-As-You-Go Insurance		Varies by Product/Service Elected		
HoRizon HR Client Development		Varies by Product/Service Elected		
Employee Personal Loans	-	-	Included	
Payroll Debit Cards	-	-	Included	
Payroll Funding & Business Loan Programs	-	-	Included	
Payroll Wages in Advance	-	-	Included	
Pet Insurance		Varies by State & Pet		
Recruiting Services		Customized per Client & Position		
Rental Car Discounts	-	-	Included	
Roadside Assistance	$4	PEPM	Included	
Telehealth	$10	PEPM	Included	
Telehealth - Behavioral Health Module	$3	PEPM	Included	
TLM Solution - Swipeclock	$2	PEPM	$300	
TLM Solution - Swipeclock w/Prism	$3	PEPM	$300	
TLM Solution - Timeco w/Prism	$3	PEPM	$300	
Applicant Tracking System (Groups 1-100)	$150	PCPM	$250	
Performance Management Tool (Groups 1-100)	$3	PEPM	$750	

Schedule B

WORKER'S COMPENSATION FEE DEFINITIONS

1. Total remuneration shall mean the sum of all payments to co-employees including non-taxable items such as reimbursements as well as the value of any non-cash compensation. Applies to the administrative fee.

2. Gross taxable wages to limit shall mean the sum of all remuneration that is subject to federal and state taxes including diminution for pre-tax deductions, but not to exceed the annual limit as established by the applicable taxing authority. Applies to all taxes.

3. Net work comp wages shall mean those wages subject to workers' compensation insurance premiums as defined by the National Council on Compensation Insurance ("NCCI") in accordance with their current state Basic Manual, excluding the excess portion of overtime wages; which are the portion of overtime earnings paid in excess of the regular earnings. For non-NCCI states, this term shall have the meaning assigned to them by that state's equivalent publication, excluding the excess portion of overtime wages; which are the portion of overtime earnings paid in excess of the regular earnings. Provided however, that any variations attributable to PEO's software system's limitations shall override.

4. Each claim shall mean each incident for each individual where a workers' compensation claim is filed with PEO and/or the workers' compensation carrier through which coverage is provided under this Agreement.

Schedule C

Additional Fee Schedule

Service	Rate	Per
WORKERS' COMPENSATION		
Waiver of Subrogation	$100	Per Waiver
New State/Policy Setup	$250	Per State
Minimum Premium Policy	Market Price	Per New State
SAFE WORK ENVIRONMENT - FAILURE TO COMPLY WITH SAFETY DIRECTIVES		
Level 1: Other than serious directive non-compliance.	$200	Per Occurrence
Level 2: Serious directive non-compliance.	$500	Per Occurrence
Level 3: Repeated or similar directive non-compliance.	$1,000	Per Occurrence
Level 4: Willful non-compliance and/or indifference to directive.	$1,000	Per Occurrence
PAYROLL		
ACH: Reversal	$40	Per Reversal
ACH: Client NSF	$100 or 10%, Whichever is Greater	Per Occurrence
ACH: Same Day Processing	$1	Per Employee
Stop Payment	$25	Per Check
Pre-Note Bypass	$30	Per Batch
Pre-Note Bypass: ACH Return	$30	Per Return
Additional Batch Fee (Per Staffing Addendum)	$40	Per Batch
Expedited Additional Check & Envelope Order	$50 + Shipping	Per Box
Custom Timesheet and/or New Hire Template Changes	$250	Per Customization
Invalid SSN Changes/Adjustments (If amended tax needed.)	$25	Per Adjustment
UNEMPLOYMENT		
No Reply or Late Submission	$15	Per Claim
BENEFITS		
ACA Tracking Through Third Party Administrator (TPA)	$2	PEPM
Year-End Reporting: ACA 1094/1095 Filing Through TPA	$3	Per Document
TAXES		
Fee Applied for Delinquent Tax Account Information Due by Filing Date	$100	Per Delinquent Month
W-2c Adjustments	$25	Per Adjustment
Amended Tax Return	$150 per Hour	Per Amendment
SUTA Import (If not received prior to 1st payroll.)	$250	One-Time
PTO		
Additional Policy Setup (In excess of 3.)	$100	Per Policy
Policy Updates (Changes to policy after initial setup.)	$250	Per Update
LOSS CONTROL - ANCILLARY TRAINING CLASSES		
Blood-Borne Pathogens Training	Custom Quote	
CPR / First-Aid	$80 - $100	Per Student
OSHA 30-Hour Certification Course	$259	Per Student
OTHER		
Failure to Provide 30 Days Notice of Cancellation	$2,500	One-Time
Client Logo Branding on Employee Portal	$300	One-Time

Signature for Schedules A, B, and C:

COMPANY

By: DocuSigned by: Carol Marshall 3F2EF3C31278463...

Name: Carol Marshall

Title: Senior Vice President of Client Relations

Date: 5/28/2020

CLIENT

By:

Name: Paul T. Skolodowsky

Title: V.P.

Date: 5/21/20

SCHEDULE FIRST TWO MONTHS ADMIN FEE CREDIT ADDENDUM

THIS ADDENDUM, dated concurrently with the Client Services Agreement, is by and between the undersigned professional employer organization ("PEO"), whose address is 2600 W. Geronimo, Suite 100, Chandler, AZ 85224 and Anvil Craft Corporation, a/an C Corp entity ("CLIENT"), whose address is 1005 Aspen Street, Easton, PA 18042.

RECITALS:

A. PEO and CLIENT have entered into a legally binding Client Service Agreement ("***CSA***") under which PEO has agreed to provide and administer services to CLIENT for the period of one (1) full year; and

B. PEO and CLIENT desire to amend the CSA entered into between the parties concurrently with this Addendum to reflect mutually agreed upon changes to the agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this agreement, the Parties hereto agree to amend the Client Service Agreement as follows:

CLIENT shall be credited back to its account its first two months Admin Fee on the next invoice(s) following the calendar months(s) or equivalent charged for.

IN WITNESS WHEREOF, the Parties acknowledge that each has carefully read this Addendum, that it has been fully explained to them by counsel of their choice, that they fully understand its binding effect, that the only promises made to them in signing this Agreement are those stated above, and that they are voluntarily signing this Addendum. This Addendum is hereby entered into as of the date first set forth above.

FOR PEO(s): Vensure Employer Services	FOR THE CLIENT: Anvil Craft Corporation
By: DocuSigned by: Carol Marshall 3F2EF3C31278463...	By:
Print Name: Carol Marshall	Print Name: Paul T. Sklodowsky
Title: Senior Vice President of Client Relations	Title: V. P.
Date: 5/28/2020	Date: 5/21/20

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CLI OPT-OUT ADDENDUM

THIS ADDENDUM, dated concurrently with the Client Services Agreement, is by and between the undersigned professional employer organization ("PEO"), whose address is 2600 W. Geronimo, Suite 100, Chandler, AZ 85224 and Anvil Craft Corporation, a/an CCorp entity ("CLIENT"), whose address is 1005 Aspen St. Easton, PA 18042.

RECITALS:

A. PEO and CLIENT have entered into a legally binding Client Service Agreement ("***CSA***") under which PEO has agreed to provide and administer services to CLIENT, including cyber liability insurance ("***CLI***"); and

B. PEO and CLIENT desire to amend the CSA entered into between the parties concurrently with this Addendum to reflect mutually agreed upon changes to the agreement as it relates to the CLI and opt-out of the CLI coverage.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this agreement, the Parties hereto agree to amend the Client Service Agreement as follows:

Cyber Liability Insurance

Initial here P.T.S. to Opt-Out from Cyber Liability Insurance:

I understand that by initialing above I have elected to opt out and not participate in Cyber Liability Insurance. I understand how valuable this coverage is, but I want to forgo this coverage. I hereby accept any and all risks taken by Client not obtaining this coverage.

IN WITNESS WHEREOF, the Parties acknowledge that each has carefully read this Addendum, that it has been fully explained to them by counsel of their choice, that they fully understand its binding effect, that the only promises made to them in signing this Agreement are those stated above, and that they are voluntarily signing this Addendum. This Addendum is hereby entered into as of the date first set forth above.

FOR PEO(s):	Vensure Employer Services	FOR THE CLIENT:	Anvil Craft Corporation
By:	DocuSigned by: Carol Marshall 3F2EF3C31278463...	By:	
Print Name:	Carol Marshall	Print Name:	Paul T. Sklodowsky
Title:	Senior Vice President of Client Relations	Title:	V.P.
Date:	5/28/2020	Date:	5/21/20

EPLI OPT-OUT ADDENDUM

THIS ADDENDUM, dated concurrently with the Client Services Agreement, is by and between the undersigned professional employer organization ("PEO"), whose address is 2600 W. Geronimo, Suite 100, Chandler, AZ 85224 and Anvil Craft Corporation, a/an CCorp entity ("***Client***"), whose address is 1005 Aspen St. Easton, PA 18042.

RECITALS:

A. PEO and CLIENT have entered into a legally binding Client Service Agreement ("***CSA***") under which PEO has agreed to provide and administer services to CLIENT, including employment practices liability insurance ("***EPLI***"); and

B. PEO and CLIENT desire to amend the CSA entered into between the parties concurrently with this Addendum to reflect mutually agreed upon changes to the agreement as it relates to the EPLI and opt-out of the EPLI coverage.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this agreement, the Parties hereto agree to amend the Client Service Agreement as follows:

Employment Practices Liability Insurance

Initial here_____to Opt-Out from Employment Practices Liability Insurance:

I understand that by initialing above I have elected to opt out and not participate in Employment Practices Liability Insurance. I understand how valuable this coverage is and that, according to HR Morning, a news site for HR professionals, the average EPLI lawsuit settlement is $125,000, the median judgment against an employer in an EPLI claim is approximately $200,000, and 25% of judgments in EPLI claims are in excess of $500,000. Despite being fully informed of this, I want to knowingly and voluntarily forgo this coverage. I hereby accept any and all risks taken by refusing this valuable EPLI coverage.

IN WITNESS WHEREOF, the Parties acknowledge that each has carefully read this Addendum, that it has been fully explained to them by counsel of their choice, that they fully understand its binding effect, that the only promises made to them in signing this Agreement are those stated above, and that they are voluntarily signing this Addendum. This Addendum is hereby entered into as of the date first set forth above.

FOR PEO(s): Vensure Employer Services	FOR THE CLIENT: Anvil Craft Corporation
By: DocuSigned by: Carol Marshall 3F2EF3C31278463...	By:
Print Name: Carol Marshall	Print Name: Paul T. Sklodowsky
Title: Senior Vice President of Client Relations	Title: V. P.
Date: 5/28/2020	Date: 5/21/20

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DocuSign SECURED

Certificate Of Completion

Envelope Id: 4FC7675A07B24D3C8B4371B0B4E88EDE
Subject: Countersigned: Anvil-Venture CSA Client Signed.pdf
Source Envelope:
Document Pages: 27
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 5
Initials: 0

Status: Completed

Envelope Originator:
Carol Marshall
22711 E Tierra Grande
Queen Creek, AZ 85142
carol.marshall@vensure.com
IP Address: 67.130.85.74

Record Tracking

Status: Original
5/28/2020 5:18:05 PM

Holder: Carol Marshall
carol.marshall@vensure.com

Location: DocuSign

Signer Events	Signature	Timestamp
Carol Marshall carol.marshall@vensure.com Senior Vice President of Client Relations Vensure Employer Services Security Level: Email, Account Authentication (None)	DocuSigned by: Carol Marshall 3F2EF3C31278463... Signature Adoption: Pre-selected Style Using IP Address: 67.130.85.74	Sent: 5/28/2020 5:18:12 PM Viewed: 5/28/2020 5:18:19 PM Signed: 5/28/2020 5:21:02 PM Freeform Signing
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Tyler Garcia tyler.garcia@vensure.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/28/2020 5:21:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2020 5:21:02 PM
Certified Delivered	Security Checked	5/28/2020 5:18:19 PM
Signing Complete	Security Checked	5/28/2020 5:21:02 PM
Completed	Security Checked	5/28/2020 5:21:02 PM
Payment Events	**Status**	**Timestamps**

EXHIBIT 4

COVID-19 Assistance Addendum

☐ **OPTION 1 – ePSL AND/OR eFMLA PAYROLL TAX CREDITS**

Client will receive instant tax credit on current invoice for wages paid under COVID pay codes for ePSL and/or eFMLA which they are eligible to take through September 30, 2021. Daily and aggregate limits apply.
(detailed instructions to follow)

- PEO will credit back PEO client up to what has been billed and collected for 941 liability.
- PEO will credit back ASO or Payroll Only client up to what has been billed and collected for 941 liability. If client wishes to take advance credit on excess tax liability, they will need to complete Form 7200. Fax the completed form to 855-248-0552, per the instructions on the form.

☐ **OPTION 2 – PAYCHECK PROTECTION PLAN (PPP) LOAN ASSISTANCE**

- Loan application https://home.treasury.gov/system/files/136/PPP-Borrower-Application-Form.pdf
- Client to Fill out Application.
- PEO to provide two reports.
- If PEO Client, PEO will provide a letter explaining the relationship. Upon selecting this option and returning this addendum, we will forward the reports indicated in the letter.
- Client submits application, reports and letter to their local bank.
- If client needs additional support, PEO will assist in a CPA introduction.

☑ **OPTION 3 – EMPLOYER TAX CREDIT FOR EMPLOYEE RETENTION (ERTC/ERC) (QUARTERLY CREDIT)**

- Credit is available to employer:
  - (1) that was carrying on a trade or business during the period between January 1, 2021 and December 31, 2021.
  - (2) with respect to any calendar quarter:
    - Had its operations fully or partially suspended under government orders due to COVID19, or
    - Had a decline in gross receipts in a calendar quarter in 2021 where the gross receipts of that calendar quarter are less than 80% of the gross receipts in the same calendar quarter in 2019 (to be eligible based on a decline in gross receipts in 2020 the gross receipts were required to be less than 50%), or
    - Is a recovery startup business started after February 15, 2020 that meets one of the aforementioned criteria
      - Subject to wages paid July 01, 2021 through December 31, 2021
- Client credit of 70% of "qualified wages" with respect to each employee for the quarter after December 31, 2020.
  - Max wages taken into account per EE = $10,000 (max credit $7,000 per EE)
- Qualified Wages mean:
  - Employers with >500 FTEs in 2019 – wages paid to employees not performing services due to COVID-19 related circumstances (either full or partial suspension of operations, reduction in gross receipts, or recovery startup business).
  - Employers with ≤500 FTEs in 2019 - all employee wages paid to all employees during a period that operations were fully or partially suspended, during the quarter that the employer had a decline in gross receipts regardless of whether the employees are providing services, or a recovery startup business for wages paid July 01, 2021 through December 31, 2021.
  - Please refer to your independent tax professional to determine any exclusions that may exist to qualified wages.
- This is not an instant credit and will be considered quarterly.
- Client is solely responsible for the submission of any credits related to 2020 that they did not previously elect to receive.
- Prior to April 30, 2021, Client will provide Vensure with proof of any 2020 and Q1 2021 credits that they chose to take and/or that were filed with the IRS. Upon receipt of the proof of the Client's calculated credits and/or Form 7200s submitted to the IRS, Vensure shall reconcile and amend any of the corresponding 941's. Subsequent deadlines for calculated credits and/or Form 7200 submissions sent directly to IRS for Q2, Q3, and Q4 2021, will be due by the end of the month immediately following the quarter end, Vensure shall reconcile and amend 941's for the respective prior quarter only.
- The criteria listed above related to any tax credit is provided for the Client's reference only. It is not intended to be tax or legal advice. Client should utilize the services of a tax professional when considering or calculating any tax credit. Vensure's sole obligation is to process the Client's tax credit, requested and attested to by the Client, according to the rules promulgated by the IRS. Vensure does not provide tax nor legal advice.

COVID-19 Assistance Addendum

☐ **OPTION 4 – COBRA SUBSIDY (QUARTERLY CREDIT)**

- Credit is available to employers required to pay COBRA premiums for Assistance Eligible Individuals (AEI):
  - AEI (includes their spouse and dependent children) defined as eligible for COBRA April 01, 2021 through September 30, 2021 due to a termination of employment, other than gross misconduct, or reduction in hours.
  - Includes
    - Those terminated during the subsidy period (04/01/2021 – 09/30/2021)
    - Those currently eligible and paying COBRA premiums
    - Those still within the maximum COBRA coverage period and
      - Did not elect COBRA when it was offered; or
      - Elected coverage but later declined or failed to pay it
  - Subsidy Details
    - 100% Tax credit (including the 2% COBRA admin fee) against the employer's Medicare for those involuntarily terminated or who had a reduction in hours
    - Effective April 01, 2021 through September 30, 2021
    - Eligibility for Medicare or other Group Health Plan Coverage will end the subsidy, an AEI does not have to enroll in the other coverage, they just need to eligible
    - Subsidies will end when the 18-months of coverage eligibility ends if it occurs during the period of April 01, 2021 through September 30, 2021
    - Subsidies are allowed under some states' continuation coverage such as New York and California, consult with your tax professional
- This is not an instant credit and will be considered quarterly.
- Prior to July 31, 2021, Client will provide Vensure with proof of any Q2 2021 premiums paid that they chose to obtain a tax credit for. Upon receipt of the proof of the Client's calculated premiums paid, Vensure shall reconcile and amend the corresponding Q2 2021 941. Subsequent deadline for calculated premiums paid Q3 2021, will be due October 31, 2021, Vensure shall reconcile and amend 941 Q3 2021 only.
- The criteria listed above related to any tax credit is provided for the Client's reference only. It is not intended to be tax or legal advice. Client should utilize the services of a tax professional when considering or calculating any tax credit. Vensure's sole obligation is to process the Client's tax credit, requested and attested to by the Client, according to the rules promulgated by the IRS. Vensure does not provide tax nor legal advice.

Client agrees that it is solely responsible for determining their eligibility for any tax credits, the amount of any tax credit they elect to take, and the options they select above. Client agrees to indemnify and hold Vensure and its subsidiaries and affiliated companies harmless from any liability relating to Client's calculation of credits and choice of options above.

R. E. Dringer, C.P.A.
Signature

Anvil Craft Corp.
Company

10/22/2021
Date

EXHIBIT 5

From: Jill Jackson <Jill.Jackson@vensure.com>
Sent: Wednesday, April 20, 2022 1:47 PM
To: Ronald Oringer <ronoringer@gmail.com>
Cc: Paul Sklodowsky <ptsklodowsky@anvilcraftcorp.com>; Jill Jackson <Jill.Jackson@vensure.com>
Subject: Anvil Craft Corp. #12983, Vensure - Employee Retention Credit "ERTC/ERC" Inquiry

Hello Ron,

Circling back on the dates your ERTC was filed by Vensure with the IRS. I can confirm that your Q1 2021 was filed by Vensure on 11/15/21. The Q2 and Q3 were filed on 3/10/22. All your credits have been filed. It is now up to the IRS to process our submissions. Let me know if you have any further questions. Thank you for your patience.

Jill

Vensure Employer Services

Jill Marie Jackson

Strategic Relations – Sr. Human Resources Business Partner

P: 603.623.0007

F: 603.624.7007

A: 300 Hanover Street Manchester, N.H. 03104

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The information and resources provided in this communication are not fact specific to any issues or situation with which your company may currently be encountering. Instead, this information and its accompanying resources are based upon general HR best practices and procedures and should be relied upon by you and your company at your own risk consistent with the terms of your Client Service Agreement. Further, this information in no way constitutes legal advice. We recommend that you consult an attorney or other legal professional for guidance specific to the factual scenario that you may have presented in your original inquiry. This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any

action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Ronald Oringer <ronoringer@gmail.com>
Sent: Friday, April 8, 2022 12:11 PM
To: Jill Jackson <Jill.Jackson@vensure.com>
Cc: Paul Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Re: Anvil Craft Corp. #12983, Vensure - Employee Retention Credit "ERTC/ERC" Inquiry

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Jill,

Thank you for your clarification. I did some research, and I now understand that a PEO must prepare and submit an IRS Schedule R which lists the Vensure client's EIN and Form 941 information on Vensure's submission to the IRS. I also understand that Vensure clients, other than Anvil Craft Corp. are included on that listing. For your clarification, I never asked for a copy of that filing. I also didn't ask when we would receive the tax credits from the IRS.

I also understand that Vensure used the information that we provided for the ERTC.

What I still want to know is when Vensure filed the Form 941-X with the Schedule R containing Anvil Craft's information to the IRS? When Q1 was filed, when Q2 was filed, and when Q3 was filed?

Thank you for your help,

Ron

On Mon, Apr 4, 2022 at 7:43 PM Jill Jackson <Jill.Jackson@vensure.com> wrote:

> Hello Ron,
>
> I am very aware of the importance and high figures these credits hold. The documents that I attached to the last email were only to recap what you provided, it is not what actually went to the IRS. As I had stated previously, we cannot provide this as it is filed aggregate of all clients because you are in a PEO relationship. When I said that we forwarded your work, I should have said, we provided your calculations, we did not actually send what you sent. We took your calculations and input them into the IRS platform when submitting for your credits. In regards to the letter and dates, we have filed everything that we have for Anvil, now it is up to the IRS. Unfortunately, we cannot provide confirmation of when the IRS will *process* what was submitted. The letter was a general disclosure stating the reasoning sometimes behind the long turnaround times. I certainly understand that you would like to know when you will receive these credits, but unfortunately, we do not have that information. Please let me know if there is anything else that I can assist with. Thank you.

Jill

Jill Marie Jackson

Strategic Relations – Sr. Human Resources Business Partner

P: 603.623.0007

F: 603.624.7007

A: 300 Hanover Street Manchester, N.H. 03104

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From: Ronald Oringer <ronoringer@gmail.com>
Sent: Monday, April 4, 2022 4:45 PM
To: Jill Jackson <Jill.Jackson@vensure.com>
Cc: Paul Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Re: FW: Anvil Craft Corp. #12983, Vensure - Employee Retention Credit "ERTC/ERC" Inquiry

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Jill,

Your response is very concerning! We are talking about half a million dollars that the client is waiting for!

The attachments for Q1, Q2 & Q3 are our reports to Vensure, not reports intended to go to the IRS!

If what you are saying is correct (and I cannot believe it is), the IRS really doesn't know where to send the Q1 or Q2 refunds, no tax ID number or address are included on these documents, and the Form 941 for the Q3 is just a worksheet that was never filed with the IRS. In fact, that Form 941 has Anvil Craft's EIN, but our actual 941 Forms are filed under Vensure's EIN!

I also don't understand the 3-2022 letter. You wrote "All ERTC's and amended ERTC's have been filed", however the letter seems to indicate that original 941 forms with the ERTC were Not filed, and that the alternative Amended Form 941-X's with the ERTC were

NOT filed. It states that "We are excited to announce that we are 75% complete with the amendments for requests that were sent to us by February 28th, the remaining 25% will be filed by March 31st."

We really need an accurate answer to my original request, we need to know exactly where we stand with the ERTC filings.

Please let us know.

Thanks,

Ron

[redacted]

From: Jill Jackson <Jill.Jackson@vensure.com>
Sent: Monday, April 4, 2022 3:37 PM
To: Ron Quillia <rquillia@arenh.com>; Paul Sklodowsky <ptsklodowsky@anvilcraftcorp.com>

Cc: Jill Jackson <Jill.Jackson@vensure.com>
Subject: Anvil Craft Corp. #12983, Vensure - Employee Retention Credit "ERTC/ERC" Inquiry

Hello Ron,

Thank you for your patience as I find out the most up to date information on the ERTC filings. All ERTC's and amended ERTC's have been filed. The current turnaround time is anywhere from 12-18 months and once processed, they will be sending credits directly to the clients of a PEO. Therefore, you will not see your credit on an invoice or a payroll report once Vensure's 941 is amended and your credit is issued by the IRS.

The only thing that I am able to provide is your original calculations (find attached). We submitted your work to the IRS, we did not check the work, so whatever you submitted was what has been sent on your behalf. Because these filings are under Vensure's returns, there is nothing we can provide as proof of what was submitted.

Please find a link about the status of ERTC credits below.

https://uhy-us.com/insights/2022/february/when-will-i-get-my-erc-refund?utm_source=alert&utm_medium=email&utm_id=mi_ercrefund

I will keep you updated as I hear any new information on this, let me know if you have any further questions. Thank you.

Jill

Vensure Employer Services

Jill Marie Jackson

Strategic Relations – Sr. Human Resources Business Partner

P: 603.623.0007

F: 603.624.7007

A: 300 Hanover Street Manchester, N.H. 03104

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From: Ronald Oringer <ronoringer@gmail.com>
Sent: Friday, March 25, 2022 8:57 AM
To: Jill Jackson <Jill.Jackson@vensure.com>
Cc: Paul T. Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Re: Employee Retention Credit "ERTC/ERC"

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Morning Jill,

I have a request with regards to the Anvil Craft Corp. Employee Retention Tax Credit for the quarters ended 3/31/2021, 6/30/2021 and 9/30/2021. Anvil Craft has not yet received any of the tax credits that were submitted, and they amount to over $500K.

I attached my previous correspondence with Ben for some background information, and you can see that I had asked him these same questions in my July 10, 2021 email. We are getting really nervous about possible problems that can occur with the IRS and getting this credit, especially since we have nothing in writing about what was actually submitted to the IRS. We also have to include this $500K in our 2021 income (technically a reduction of expenses), so we are now paying tax on this "phantom" income before we have received a penny.

I would like to receive a letter from the Vensure tax department, from someone with authority. The letter should include the amount of refund Vensure submitted on the Form 941 or 941-X that is due back to Anvil Craft. I would like the letter to include the following:

Anvil Craft Corp. Employee Retention Tax Credit

Qtr Ended	Form 941 or 941-X	Date Filed	ERTC Amount	Form 941 Line 15 (or 941-X Line 27) Overpayment/Refund Due
3/31/2021				
6/30/2021				
9/30/2021				

We are fully aware of the current issues at the IRS, so that is not our concern. Having something in writing with what was actually filed is what we are concerned about.

Please let me know what we can expect.

Thanks,

Ron

Ronald E Oringer, CPA

Anvil Craft Corp.

On Tue, Jul 13, 2021 at 9:25 AM Benjamin Shahar <Benjamin.Shahar@vensure.com> wrote:

> Hi Ron,
>
> Thanks for your patience while I looked into this.
>
> I have received further confirmation from our Client Development Team that the amount of credit you have requested and will receive is what you provided to us. At this time, the IRS has advised that, once processed, they will be sending credits directly to the clients of a PEO. Therefore, you will not see your credit on an invoice or a payroll report once Vensure's 941 is amended and your credit is issued by the IRS.
>
> Please note that due to the volume of returns they have received, the IRS has indicated that it will take an estimated nine to 12-months to process amended returns. The IRS will not issue credits until they have processed our amended return.
>
> Please let me know if this helps and if you have any additional questions,
>
> Sincerely,
>
> Ben

Vensure Employer Services

Benjamin Shahar

Senior Client Relations Specialist

D: 646.854.2903

A: 430 Park Avenue, 19th Floor, New York, NY 10022

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---

From: Ronald Oringer <ronoringer@gmail.com>
Sent: Saturday, July 10, 2021 9:12 PM
To: Benjamin Shahar <Benjamin.Shahar@vensure.com>
Cc: Paul T. Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Re: Employee Retention Credit "ERTC/ERC"

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know

the content is safe.

Hi Ben,

I'm asking now about the Q1 ERTC, which would be filed on a Q1 Form 941, or on a Q1 Form 941-X.

What was done for Q1? What was filed and when was it filed with the IRS?

How much is the refund requested, and where can I see that amount on a report?

Thanks,

Ron

Sent from my iPhone

> On Jul 9, 2021, at 3:37 PM, Benjamin Shahar <Benjamin.Shahar@vensure.com> wrote:
>
> Hi Ron,
>
> Of course, it's my pleasure.
>
> Our Tax Team will use your calculations to file the amended 941 for Anvil Craft.
>
> Please let me know if this helps,
>
> Sincerely,
>
> Ben
>
> <image001.png>
>
> **Benjamin Shahar**
>
> ***Senior Client Relations Specialist***
>
> D: 646.854.2903
>
> A: 430 Park Avenue, 19th Floor, New York, NY 10022
>
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From: Ronald Oringer <ronoringer@gmail.com>
Sent: Friday, July 9, 2021 2:31 PM
To: Benjamin Shahar <Benjamin.Shahar@vensure.com>
Cc: Paul T. Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Re: Employee Retention Credit "ERTC/ERC"

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thanks Ben.

One question: Since we don't file our own Form 941 or Form 941-X, is there anything that shows the amount of the ERTC that was reported/requested for Anvil Craft for Q1?

On Fri, Jul 9, 2021 at 2:24 PM Benjamin Shahar <Benjamin.Shahar@vensure.com> wrote:

> Hi Ron,
>
> Thank you for sending this over.
>
> I have forwarded this to our Tax Team, and they will process.
>
> I typically recommend the Payroll Allocation Report, as it displays a summary of everything billed through payroll for the time period that you select.
>
> I do see that Lynnette handled submitting your 1Q2021 request to our Tax Team for processing.
>
> Our Tax Department will be filing amended 941 returns, however due to the volume of returns, the IRS has indicated that it will take an estimated nine to 12-months to process.
>
> I have attached a copy of the communication Vensure sent out in April that contains the process, deadlines, and additional helpful information, just for reference.
>
> Please let me know if this helps and if you have any questions,
>
> Sincerely,
>
> Ben
>
> <image001.png>
>
> **Benjamin Shahar**
>
> ***Senior Client Relations Specialist***
>
> D: 646.854.2903
>
> A: 430 Park Avenue, 19th Floor, New York, NY 10022
>
> Vensure.com | Facebook | Twitter | LinkedIn | Instagram
>
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From: Ronald Oringer <ronoringer@gmail.com>
Sent: Friday, July 9, 2021 2:07 PM
To: Benjamin Shahar <Benjamin.Shahar@vensure.com>
Cc: Paul T. Sklodowsky <ptsklodowsky@anvilcraftcorp.com>
Subject: Employee Retention Credit "ERTC/ERC"

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Ben,

Please see the attached PDF for the Q2 ERTC/ERC. Kindly acknowledge receipt.

Can you also let me know 1) if there are any Vensure reports for calculating the ERTC (I used several reports plus manual calculations), and 2) is anything available to us showing the Q1 credit pending to Anvil Craft Corp?

Thanks,

Ron

Copied from last quarter:

In response to the financial needs of our economy, Congress has passed numerous relief bills designed to support the needs of business owners. The most recent bill known as the American Rescue Plan Act (ARPA) extended the Employee Retention Tax Credit (ERTC/ERC), the Families First Coronavirus Response Act (FFCRA), and added a new tax credit to pay COBRA premiums for Assistance Eligible Individuals (AEI).

1. Client works with their respective tax professional to determine eligibility for the tax credit(s)
2. Once the client confirms eligibility and/or desires to partake in the respective tax credit(s), client completes and submit the updated COVID-19 addendum.
3. Client provides ERTC calculations to Client Relations rep at Vensure. (clients are advised to partner with their respective tax professional to obtain calculations).
4. Calculations will be submitted to Vensure tax team to file (TBD on estimated timeframe of receiving credits).
    1. Amount of Credit and for which year(s) and quarter(s) (ERTC, available March 13, 2021 – December 31, 2021)

Eligibility Periods

Employee Retention Tax Credit (ERTC/ERC)

Tax credits available to clients that qualify for wages paid March 13, 2020 through December 31, 2021.

Deadlines

ERTC

April 30, 2021 – Calculations for 2020 retro credits by quarter and Q1 2021

July 31, 2021 – Calculations for Q2 2021

October 31, 2021 – Calculations for Q3 2021

January 31, 2022 – Calculations for Q4 2021

EXHIBIT 6

Case 2:25-cv-04142-SHR Document 1 Filed 11/05/25 Page 63 of 79

Q1. How do I tell if I have the required decline in gross receipts to claim the ERC? (updated Sept. 14, 2023)

A1. You may qualify for ERC if your business or organization experienced a significant decline in gross receipts during 2020 or a decline in gross receipts during the first three quarters of 2021.

Generally, this test is met by taking the gross receipts of the calendar quarter in which ERC is considered and comparing them to the gross receipts of the same calendar quarter in 2019.

- For 2020, you begin qualifying in the quarter when your gross receipts are less than 50% of the gross receipts for the same quarter in 2019. You no longer qualify in the quarter after the quarter in which your gross receipts are more than 80% of the same quarter in 2019.
  For example: Your gross receipts were $100 in each quarter of 2019. They were $45 in the second quarter of 2020, $85 in the third quarter and $75 in the fourth quarter. Under these facts, you would qualify for the second and third quarter but not the fourth.
- For 2021, the gross receipts for the quarter must be less than 80% of the gross receipts for the same quarter in 2019.
- For calendar quarters in 2021, you can also use the alternative quarter election rule, which gives employers the ability to look at the prior calendar quarter and compare to the same calendar quarter in 2019 to determine whether there was a decline in gross receipts.
  For example: Your gross receipts were $100 in each quarter of 2019. They were $75 in the first quarter of 2021 and $85 in the second quarter. Under these facts, you would qualify for the first quarter using the regular gross receipts test and for the second quarter using the alternative quarter election rule.

Be sure to keep thorough records and consider whether you need to coordinate with another part of your business, such as if you're part of an aggregated group. For more information about aggregation rules, see Notice 2021-20, Section III.B.

EXHIBIT 7

FROST LAW
Tax | Business | Litigation | Estates

Greg Kirby <greg.kirby@frosttaxlaw.com>

Re: ERTC -- supplemental submission and updates for [redacted]

1 message

Greg Kirby <greg.kirby@askfrost.com> Mon, Aug 25, 2025 at 3:11 PM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Justin Elanjian <justin.elanjian@frosttaxlaw.com>, Pedro Fernandez <Pedro.Fernandez@vensure.com>, "eric.peterson@vensure.com" <eric.peterson@vensure.com>, Cassondra Misensol <Cassondra.Misensol@vensure.com>

Hi Ms. Simpson,
Thanks for your response. When do you expect your tax specialist to return to the office? Is there not someone else who is capable of dealing with the request?

I only ask so I can have a time frame in mind. My clients and my firm have basically been asking for much of the same documents for months now and either do not get a response, or we are told that things will be delayed. Time is of the essence.

Thanks,
Greg

On Mon, Aug 25, 2025 at 3:00 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Greg,
>
> Our internal tax specialist is currently out of the office. I will speak with her when she returns to work on getting these documents together for you.
>
> Vensure Employer Solutions
>
> **Angelica Simpson**
> ***General Counsel***
>
> P: 800.409.8958
> D: 480-608-2655
> A: 1475 S Price Rd, Chandler, AZ. 85286
> W: Vensure.com | LinkedIn | Facebook | X | Instagram |
>
> *This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.*
>
> **From:** Greg Kirby <greg.kirby@askfrost.com>
> **Sent:** Friday, August 22, 2025 12:05 PM
> **To:** Angelica Simpson <Angelica.Simpson@vensure.com>
> **Cc:** Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Pedro Fernandez <pedro.fernandez@vensure.com>; eric.peterson@vensure.com; Cassondra Misensol <Cassondra.Misensol@vensure.com>
> **Subject:** Re: ERTC -- supplemental submission and updates for [redacted]
>
> To whom it may concern:
>
> Please see the email below that we sent on August 7, 2025 regarding information that we have been requesting from Vensure PEO for months on behalf of our clients related to their ERC tax submissions. It is unclear who the general counsel is or who the proper contact in Vensure's legal department would be, so I have cc'd multiple individuals.

We are seeking copies of all Schedule R's, the dates they were filed with the IRS, copies of Vensure's IRS transcripts, any client services agreement including addenda and/or attestations, signed by our clients, and the status of the ERTC requests made by Vensure on behalf of the following companies so far:

[redacted]

[redacted]

Anvil Craft Corporation

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

We understand that Vensure may have to redact certain information on Schedule R's and IRS transcripts so that only our clients' information is listed.

We would appreciate it if you or a member of your team could contact me immediately to discuss the above issues. We would like to resolve the issues in these matters amicably, but are prepared to progress further shortly since we have received very little information in response to our requests.

Thanks,

Greg Kirby

On Thu, Aug 7, 2025 at 1:02 PM Greg Kirby <greg.kirby@askfrost.com> wrote:

> Dear Ms. Simpson:
>
> I represent multiple businesses who used Vensure PEO to provide services such as filing certain employment tax forms as the employer of record.
>
> My colleagues and I have been corresponding with Cassondra Misensol, a client relations manager at Vensure, concerning Vensure's client, [redacted] We have been attempting to obtain numerous documents from Vensure related to ERTC claims made by [redacted], but we have largely received either no response, conflicting or confusing information, or otherwise nothing of substance.
>
> During a recent email exchange with Ms. Misensol, she said that because attorneys were involved, she would refer us to the legal team at Vensure. Nevertheless, no one has reached out to us. While we have been patient over the past several months, and our clients have been waiting for answers even longer, I decided to reach out directly to you in an effort to resolve these issues. While we are prepared to pursue other formal legal avenues to obtain our client's documents from Vensure, ideally, we would prefer to continue working with Vensure amicably and informally to obtain the necessary documents and information about our client's ERTC claims.
>
> In addition, we now also represent additional companies who used Vensure PEO to submit their ERTC claims to the IRS.
>
> In part, we are seeking copies of all Schedule R's, the dates they were filed with the IRS, copies of Vensure's IRS transcripts, any client services agreement including addenda and/or attestations, signed by our clients, and the status of the ERTC requests made by Vensure on behalf of the following companies so far:
>
> [redacted]
>
> [redacted]
>
> Anvil Craft Corporation

[redacted]

We understand that Vensure may have to redact certain information on Schedule R's and IRS transcripts so that only our clients' information is listed.

I would appreciate it if you or a member of your team could contact me immediately to discuss the above issues. Thank you for your prompt attention to this matter.

Sincerely,

Greg Kirby

From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Tuesday, August 5, 2025 9:06 AM
To: Cassondra Misensol <Cassondra.Misensol@vensure.com>
Cc: andrew.williamson@frosttaxlaw.com <andrew.williamson@frosttaxlaw.com>; Qualishia Welch <Qualishia.Welch@vensure.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>
Subject: Re: ERTC -- supplemental submission and updates for [redacted]

Hi Cassondra,

We have not yet heard from Vensure's legal team. Can you please let me know who you contacted and a phone number so that I can reach out to them? THat way, I can cut you out of the middle of this communication.

Thanks,

Greg

On Fri, Aug 1, 2025 at 12:32 PM Cassondra Misensol <Cassondra.Misensol@vensure.com> wrote:

> Hello,
>
> I have notified Vensure legal team. They will reach out to you directly going forward. Have a great weekend!
>
> Thank you,

Vensure Employer Solutions

Cassondra Misensol
Client Relations Manager

P: 800.409.8958 ext: 335201
D: 619-530-0980

W: Vensure.com | LinkedIn | Facebook | Twitter | Instagram |



We welcome your feedback! Please feel free to send any kudos, comments, or suggestions regarding your overall experience to CRLeaders@vensure.com.

Are you a Vfficient Manager User? If so, did you know that you can now directly submit cases to the appropriate team for even quicker and trackable service and support? Click here to watch a short video on submitting a case through our Client Support Center.

The information and resources provided in this communication are not fact-specific to any issues or situations with which your company may currently be encountering. Instead, this information and its accompanying resources are based upon general HR best practices and procedures and should be relied upon by you and your company at your own risk consistent with the terms of your Client Service Agreement. Further, this information in no way constitutes legal advice. We recommend that you consult an attorney or other legal professional for guidance specific to the factual scenario that you may have presented in your original inquiry. This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Wednesday, July 30, 2025 11:51 AM
To: Cassondra Misensol <Cassondra.Misensol@vensure.com>
Cc: andrew.williamson@frosttaxlaw.com <andrew.williamson@frosttaxlaw.com>; Qualishia Welch <Qualishia.Welch@vensure.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>
Subject: Re: ERTC -- supplemental submission and updates for [redacted]

Dear Cassondra,

I am writing to follow up on your recent email to Andrew Williamson regarding the ERTC claim for our client, [redacted] Andrew has been trying to obtain the necessary documents and information from Vensure for several months.

In your last email, you mentioned that if attorneys were involved, you would need to refer us to Vensure's legal team. Please be advised that we are indeed attorneys from Frost Law, and we represent [redacted]. Could you please provide me with the contact information for the appropriate individual in your legal department whom I can reach out to for resolution of this matter?

In part, we are seeking copies of all Schedule R's, the dates they were filed with the IRS, copies of Vensure's transcripts, and the status of the ERTC requests made by Vensure on behalf of [redacted]. I can reiterate this information to the contact in the Vensure legal department.

Additionally, we now represent other businesses who used Vensure for their ERTC refund requests but have not yet received their funds. I will share their information with the legal department contact once I have it.

Thank you for your prompt attention to this matter.

Sincerely,

Greg Kirby

EXHIBIT 8

FROST LAW
Tax | Business | Litigation | Estates

Greg Kirby <greg.kirby@frosttaxlaw.com>

Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund

1 message

Greg Kirby <greg.kirby@askfrost.com> Wed, Sep 24, 2025 at 1:56 PM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Peter Haukebo <peter.haukebo@frosttaxlaw.com>, Justin Elanjian <justin.elanjian@frosttaxlaw.com>

Hi Angelica,
I just wanted to follow up on our prior correspondence and your below message from last week. We appreciate you providing the information about the amounts of the ERC refunds that Vensure has received on behalf of Anvil Craft Corp.

We would also like to understand (1) when did Vensure receive each of the refunds from the IRS, (2) that Vensure will pay the interest that was remitted by the IRS and (3) when will Vensure disburse the funds.

Feel free to reach out to me if you have any questions.

Thanks,
Greg

On Fri, Sep 19, 2025 at 4:06 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Hi Greg
>
> I am out in PTO until Tuesday, but am working on resolving this for your client. Please allow me to reach out and clarify the amounts and get you an update.
>
> Angelica
>
> Vensure Employer Solutions
>
> **Angelica Simpson**
> ***General Counsel***
>
> P: 800.409.8958
> D: 480-608-2655
> A: 1475 S Price Rd, Chandler, AZ. 85286
> W: Vensure.com | LinkedIn | Facebook | X | Instagram |
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From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Friday, September 19, 2025 3:14:15 PM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Glen Frost <Glen.Frost@frosttaxlaw.com>
Subject: Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund

Hi Ms. Simpson,
Following up on my email from yesterday afternoon (included in the chain below), I want to clarify that Anvil Craft Corp is requesting IRS interest on its ERC refunds. To determine the appropriate interest, please provide the date on which Vensure received Anvil Craft Corp's ERC refunds. If there is more than one date that a quarterly refund check was received, please let me know that as well.

In addition, can you please provide an estimated time that we can expect to hear back regarding the date the refunds were received, as well as when Anvil Craft can expect to receive their refunds?

I appreciate your assistance with this matter.

Thanks,
Greg Kirby

On Wed, Sep 17, 2025 at 4:38 PM Greg Kirby <greg.kirby@askfrost.com> wrote:

> Hi Ms. Simpson:

Thanks for your quick response regarding Anvil Craft. Is AP - Accounts Payable at Vensure? If so, please let me know when the ERC refund was received by Vensure. Also, we will need to talk about IRS interest, etc., if that is not included in your figures to be paid out to Anvil Craft.

Do you have time to talk tomorrow - 9.18.25? I'm flexible all day. Just let me know a time and I can send a Google Meet link.

Thanks,
Greg

On Wed, Sep 17, 2025 at 3:40 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Greg,
>
> We confirmed that Anvil was processed. I have put a request in to AP to issue payment for the below claims:
>
> | YR / QTR ID | Case # | Division | ERTC | PEO | 941X | Client Name | Client FEIN | Client |
> |---|---|---|---|---|---|---|---|---|
> | 21 Q1 60209 | $187,102.22 | VHR | 11/15/2021 | Vensure HR, INC | | Anvil Craft Corp | [redacted] | 12983 |
> | 21 Q2 66566 | $167,027.32 | VHR | 4/21/2022 | Vensure HR, INC | | Anvil Craft Corp | [redacted] | 12983 |
> | 21 Q3 79705 | $143,022.19 | VHR | 4/21/2022 | Vensure HR, INC | | Anvil Craft Corp | [redacted] | 12983 |
>
> For Q3 the statue is still open for review by the IRS (the assessment statute) meaning they could potentially audit and or claw back these funds.

Vensure Employer Solutions

Angelica Simpson
General Counsel

P: 800.409.8958
D: 480-608-2655
A: 1475 S Price Rd, Chandler, AZ. 85286
W: Vensure.com | LinkedIn | Facebook | X | Instagram |

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From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Wednesday, September 17, 2025 11:23 AM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Andrew Williamson <andrew.williamson@frosttaxlaw.com>
Subject: Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund

Ms. Simpson,

When we last communicated, you assured me that you and Laura would prioritize confirming whether Vensure had received Anvil Craft Corp's refund from the IRS. In good faith, I agreed to delay filing a lawsuit against Vensure, hoping for an amicable resolution.

However, another week has passed without any update from Vensure. We have been extremely patient in seeking this information, which should not be difficult to provide, assuming a diligent effort is being made and no other issues exist. If there is an unforeseen problem, please inform me immediately.

Given the continued lack of communication, we will proceed with filing the lawsuit this Friday, September 19th, in the afternoon, if we do not receive the requested information by then.

Best regards,

Greg Kirby

On Mon, Sep 15, 2025 at 12:14 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Anvil's claims have all been processed, I am just trying to confirm approval and payment for the claims. As soon as I can confirm I will send confirmation and if approved I will identify payment timeline line for quarters approved.
>
> Vensure Employer Solutions
>
> **Angelica Simpson**
> ***General Counsel***
>
> P: 800.409.8958
> D: 480-608-2655
> A: 1475 S Price Rd, Chandler, AZ. 85286
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>
> ---
>
> **From:** Greg Kirby <greg.kirby@askfrost.com>
> **Sent:** Monday, September 15, 2025 8:55:31 AM
> **To:** Angelica Simpson <Angelica.Simpson@vensure.com>
> **Cc:** Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Andrew Williamson <andrew.williamson@frosttaxlaw.com>
> **Subject:** Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund
>
> Ms. Simpson:
>
> I need a firm time as to when I should expect to get this pretty straightforward information from you and/or Laura related to Anvil Craft Corp. We have now been going back and forth yet again about Anvil Craft for the past 4 days.

Of course, I still need the information about our other clients that I have listed.

Best regards,

Greg

On Thu, Sep 11, 2025 at 2:45 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Greg
>
> I have Laura looking at Anvil right now to see if she can provide a quick update

Angelica Simpson
General Counsel

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W: Vensure.com | LinkedIn | Facebook | X | Instagram |

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From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Thursday, September 11, 2025 11:40 AM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Andrew Williamson <andrew.williamson@frosttaxlaw.com>; Glen Frost <Glen.Frost@frosttaxlaw.com>
Subject: Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund

Thanks for the response. I got held up on another matter earlier, so I have not yet filed the Complaint for Anvil Craft. Are you saying that Vensure has not yet received the ERC funds for Anvil Craft or the other businesses I listed as clients?

Thanks,

Greg

On Thu, Sep 11, 2025 at 2:26 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Greg
>
> I cannot accept service. There is no issue from me providing redacted Schedule R's for the list that you sent. The delayed ERC processing on part of the IRS is unfortunately not unusual and has been a rather significant situation with the IRS for some time now. Laura is working through the list you requested and I will provide the information as it is produced to me.

Angelica Simpson
General Counsel

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W: Vensure.com | LinkedIn | Facebook | X | Instagram |

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From: Greg Kirby <greg.kirby@askfrost.com>
Sent: Wednesday, September 10, 2025 3:59 PM
To: Angelica Simpson <Angelica.Simpson@vensure.com>
Cc: Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Andrew Williamson <andrew.williamson@frosttaxlaw.com>; Glen Frost <Glen.Frost@frosttaxlaw.com>
Subject: Re: URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund

Ms. Simpson,

Thank you for your response. We have been communicating with various people at Vensure for quite some time — basically always asking for the same things, which should be readily available. For whatever reason, we have been unable to get clear answers to simple questions and still lack any information months and months later. We don't know why and, at this point, we and our clients are frustrated and tired of waiting.

Unless you can provide the documents and information by tomorrow morning, the lawsuit will be filed around noon eastern time.

Are you able to accept service of the Complaint or should we serve the resident agent?

Thanks,

Greg

Gregory K. Kirby
Director
Frost Law

(301) 664-2952
greg.kirby@askfrost.com
AskFrost.com
839 Bestgate Rd., Ste. 400, Annapolis, MD 21401

On Wed, Sep 10, 2025 at 5:46 PM Angelica Simpson <Angelica.Simpson@vensure.com> wrote:

> Greg
>
> I have been out of the office traveling since Thursday. I asked our ERTC expert to get me an update on the list you provided, and she is working through that list. If you would like this client, Anvil, to be moved to the top of the list, please let me know.
>
> 
>
>
> **Angelica Simpson**
> ***General Counsel***
>
> P: 800.409.8958
> D: 480-608-2655
> A: 1475 S Price Rd, Chandler, AZ. 85286
> W: Vensure.com | LinkedIn | Facebook | X | Instagram |
>
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>
> **From:** Greg Kirby <greg.kirby@askfrost.com>
> **Sent:** Tuesday, September 9, 2025 10:45 AM
> **To:** Angelica Simpson <Angelica.Simpson@vensure.com>
> **Cc:** Peter Haukebo <peter.haukebo@frosttaxlaw.com>; Justin Elanjian <justin.elanjian@frosttaxlaw.com>; Andrew Williamson <andrew.williamson@frosttaxlaw.com>; Glen Frost <Glen.Frost@frosttaxlaw.com>
> **Subject:** URGENT - Impending Litigation - Anvil Craft Corp v. Vensure Employer Services - ERC Refund
>
> Ms. Simpson,
>
> I am writing concerning impending litigation by my client, Anvil Craft Corp, versus Vensure Employer Services for unpaid refunds related to Employee Retention Credit (ERC) claims filed by Vensure on behalf of my client.
>
> We have discussed this matter before related to my firm's good faith effort to resolve this dispute prior to the initiation of a lawsuit. The last time I heard from you was on or about August 26, 2025, informing me that Vensure's internal tax person, Laura, would be back in the office the following day. You indicated that you would discuss with Laura my requests for documents and information related to my client's ERC claim so that she could get the documents together. You also indicated that, at the very least, you would get back to me after that about a timeframe when I could expect to hear from Laura about my request.
>
> It has now been two weeks, and I have not heard from anyone at Vensure. I had hoped that it would not come to this, but Vensure's consistent lack of communication has forced my hand. I have drafted a Complaint and it is ready to be filed. We are

prepared to file the Complaint in the mid-afternoon tomorrow (9/10/25) (EASTERN time) if I have not heard from you by then. Please let me know if you or someone on your team has the authority to accept service on behalf of Vensure Employer Services. If not, or if I have not heard back, then I will serve the summons and Complaint on the registered/resident agent.

As an aside, we have specifically discussed in other correspondence that I have additional clients who have not received their ERC refunds from Vensure. I have also sought information and documentation related to those clients' ERC refunds, but have not heard back from anyone at Vensure. As a result, Complaints are being prepared for those clients also. Should the lack of communication continue, we will have no choice but to file those additional lawsuits as well.

I am happy to discuss any of our other Vensure clients with you if you wish. My contact information is below.

Sincerely,

Greg Kirby

--

Gregory K. Kirby
Director
Frost Law

(301) 664-2952

greg.kirby@askfrost.com

AskFrost.com

839 Bestgate Rd., Ste. 400, Annapolis, MD 21401

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Gregory K. Kirby
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