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6 CONSTRUCTION, INC.

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 JOSE AREVALO, an individual;
11 Plaintiffs,
12 v.
13 LAND FORMS LANDSCAPE
CONSTRUCTION, INC., a California
14 corporation; JEFF TRACY, an individual; and
DOES 1 through 50, Inclusive,
15 Defendants.
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Case No. 30-2020-01143299-CU-OE-CJC

[Hon. William Claster, Dept. CX104]

**DECLARATION OF D. DENNIS LA IN
SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT**

Date: December 17, 2021
Time: 9:00 a.m.
Dept.: CX104

RESERVATION ID: 73650309

DECLARATION OF D. DENNIS LA

I, D. Dennis La, declare as follows:

1. I am licensed to practice before this Court and am a partner with the law firm of Aleshire & Wynder LLP, counsel for defendant Land Forms Landscape Construction, Inc. ("Land Forms"). I have personal knowledge of the facts set forth below, which I set forth in support of the parties' Motion to Approve PAGA Settlement.

2. On July 13, 2021, the parties engaged in private mediation with Anne Kotlarski of Judicate West. The parties did not settle the case on that date, but continued to discuss settlement terms through Ms. Kotlarski.

3. Shortly after the mediation, the parties reached a settlement in principle of both plaintiff Jose Arevalo's ("Plaintiff") individual wage claims and the PAGA cause of action alleged in the Complaint ("PAGA Action"). The parties are not aware of any other actions, class or individual, whether currently pending or in the pre-filing LWDA stage, that may be affected by the PAGA Action settlement.

4. Attached hereto respectively as Exhibits A and B are true and correct copies of the parties' settlement agreements for the PAGA Action and Plaintiff's individual wage claims signed as of September 1, 2021.

5. On September 17, 2021, the parties submitted the PAGA Action settlement agreement to the Labor and Workforce Development Agency ("LWDA"). A true and correct copy of the email confirmation reflecting the submission is attached hereto as Exhibit C.

6. The basic terms of the PAGA Action settlement (Exhibit A) are as follows:

- ILYM Class Action Administrators ("ILYM") shall be designated the administer any payments under the PAGA Settlement Agreement in accordance with its terms.
- Within fifteen (15) days after approval by the Court, Defendants agree to pay a PAGA penalty award of \$65,000.00 as a settlement of contested violations of the Labor Code alleged in the complaint ("PAGA Settlement Sum").
- The PAGA Settlement Sum is to be allocated as follows:
 - Settlement Administrator's Fee to ILYM in the amount of \$3,752.75 for the administration of the agreement;



- A LWDA payment to the California Labor and Workforce Development Agency in the amount of \$45,935.44 which represents seventy-five percent (75%) of the “Net Settlement Amount” (PAGA Settlement Sum minus the Settlement Administrator’s Fee);
- A payment in the amount of \$15,311.81 to alleged aggrieved employees which represents twenty-five percent (25%) of the Net Settlement Amount, to be paid on a *pro rata* basis;
- No portion of the PAGA Settlement Sum will be used for Plaintiff’s attorneys’ fees, costs, and/or litigation expenses; and
- No portion of the PAGA Settlement Sum will be used for an enhancement payment to Plaintiff.
- In exchange for the payment of PAGA Settlement Sum, Plaintiff agrees to fully release and forever discharge any and all claims seeking civil penalties pursuant to California Labor Code section 2698, *et seq.*, predicated on the alleged California Labor Code violations asserted in the complaint during the PAGA Period against Defendants and/or Defendants’ past or present parents, subsidiaries, and affiliated corporations, and/or Defendants’ officers, directors, employees, managers, trustees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions of Defendants.

Attached hereto as Exhibit D is a true and correct copy of an invoice issued by ILYM Class Action Administrators for \$3,752.75.

7. A copy of the Motion to Approve PAGA Settlement, Declaration of Sandy Wallace, this declaration, and [proposed] Judgment are being submitted to LWDA concurrently.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 19, 2021, at El Segundo, California.

D. Dennis La

EXHIBIT A

SETTLEMENT AND RELEASE OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS

This Settlement and Release of Private Attorneys General Act Claims (“Agreement,” “Settlement,” and “Settlement Agreement”) is made and entered into by and between Jose Arevalo (“Arevalo” or “Plaintiff”), as an individual and on behalf of Aggrieved Employees, on the one hand, and Land Forms Landscape Constructinon, Inc., (“LFLC”) and Jeff Tracy (“Tracy”) (collectively, “Defendants”) on the other hand, to resolve the Action and Covered Claims, subject to the terms and conditions hereof and the approval of the Court.

I. REPRESENTATIONS AND DEFINITIONS

1. “Aggrieved Employees” or singularly “Aggrieved Employee” mean and refer to all “field laborers, general laborers, construction workers, maintenance workers, or similarly titled employees” who worked for LFLC in California at any time from January 24, 2019 through the Effective Date of this Settlement.

2. “Counsel for LFLC” means and refers to D. Dennis La- of Aleshire & Wynder, LLP.

3. “Counsel for Tracy” mean Dina Glucksman and Sonia Taylor of Gordon Rees Scully Mansukhani, LLP.

4. “Court” means and refers to the Superior Court of California for the County of Orange.

5. “Covered Claims” means and refers to any and all known and unknown claims, losses, damages, interest, liabilities, causes of action, civil complaints, arbitration demands or suits for civil penalties under PAGA, California Labor Code Section 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and/or Notice to the LWDA, arising during and/or with respect to period from January 24, 2019 June 20, 2017 to the Effective Date, for violation of and/or based on California Labor Code: §§ 201-204, 218, 226, 226(a), 226.3, 226.7, 226.8, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1195, 1197.1, 1199, 2802, 1102.5, Business & Professions Code Section 17200, *et. seq.*, California Government Code Section 12952, and IWC 5-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

6. “Effective Date” means and refers to the date the Court has signed and entered the Approval Order and Judgment (as defined below).

7. “Lawsuit” means and refers to the civil action filed in the Superior Court of the State of California for the County of Orange, entitled *Jose Arevalo v. Land Forms Landscape Construction, Inc.*, Case No. 30-2020-01149299-CU-OE-CJC., filed on May 26, 2020.

8. “LWDA” means and refers to the California Labor and Workforce Development Agency.
9. “Operative Complaint” means and refers to: the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., filed on May 26, 2020, to commence the Lawsuit.
10. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*
11. “PAGA Counsel” means and refers to Pouya Chami of Chami Law.
12. “Pay Periods” means and refers to the total number of pay periods that each Aggrieved Employee was issued a wage statement by LFLC during the period from January 24, 2019 to the Effective Date.
13. “Settlement Administrator” means and refers to Phoenix Class Action Administrators.
14. “LFLC” means and refers to Land Forms Landscape Construction. Inc.
15. “Tracy” means and refers to Jeff Tracy.
16. “Parties” means and refers to, collectively, Plaintiff, LFLC, and Tracy, “Party” means and refers to Parties individually.
17. “Releasees” means and refers to LFLC and Tracy and their respective present and former officers (including, but not limited to Sandy Wallace and Luke Alvarado), directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, re-insurers, parent companies, subsidiaries, divisions, affiliates, predecessors (including, but not limited to Jeff Tracy, Inc.), successors, assigns, and any individual or entity that could be jointly liable with LFLC and Tracy.

18. “Arevalo” or “Plaintiff” means and refers to Jose Arevalo, the named plaintiff in the Lawsuit.

II. NATURE OF ACTION

19. On January 24, 2020, Plaintiff sent a letter to the LWDA and Defendants giving notice of his intent to pursue a representative action pursuant to PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. This letter is referred to as “Notice to the LWDA.”

20. On May 20, 2020, Plaintiff filed the Lawsuit as a representative action under PAGA on behalf of himself and Aggrieved Employees, asserting a cause of action under PAGA, alleging that Defendants failed to properly pay overtime, provide compliant meal and rest breaks or associated premium pay, timely pay wages

during employment, timely pay wages upon termination, provide compliant wage statements, and keep requisite payroll records.

21. The parties engaged in extensive investigation and exchange of data and documents, as well as a subsequent private mediation that took place on July 13, 2021 with mediator the Ann Koltarki, Esq., and after continued settlement negotiations involving the mediator and with the benefit of the mediator's evaluation, the Parties reached the Settlement described herein.

22. This Settlement relates solely to the PAGA claims asserted by Plaintiff on behalf of himself and all Aggrieved Employees. LFLC and Tracy deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, deny liability for the Covered Claims, and further deny that this Lawsuit is appropriate for representative treatment for any purpose other than settling this Lawsuit. LFLC and Tracy contend, among other things, that they have complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contend that all of the respective employees were and are paid properly and that the Lawsuit is without merit. LFLC and Tracy have denied and continue to deny each and every material factual allegation and all alleged claims asserted against it in the Lawsuit.

23. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of LFLC or Tracy. Nothing herein shall constitute an admission by LFLC or Tracy that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either LFLC or Tracy or of the truth of any of the factual allegations in the Operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of LFLC or Tracy in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of LFLC's or Tracy's right to compel arbitration of any dispute with Aggrieved Employees that is not the subject

of the Covered Claims in the Settlement.

24. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

25. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and is in the best interests of Plaintiff, the Aggrieved Employees, LFLC and Tracy in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and the State of California, and is fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of himself, the State of California, and all Aggrieved Employees, and LFLC and Tracy agree to settle and compromise the Lawsuit and the Covered Claims.

The Amount of Settlement.

26. As consideration for the settlement described herein and the release provided herein, LFLC agrees to pay the total amount of Sixty-Five Thousand Dollars (\$65,000.00) ("Total PAGA Settlement Amount"). The Total PAGA Settlement Amount shall be paid only for the Third Party Administrator, then 75% to the state as required by law with the remaining 25% to the aggrieved employees including Plaintiff's portion of the settlement. No portion of this Total PAGA Settlement Amount is to be allocated to attorneys' fees or Plaintiff's individual enhancement payment. No payments shall be made under either Paragraph above unless or until the Court approves the PAGA settlement.

27. LFLC has represented that there are approximately 155 individuals who are allegedly Aggrieved Employees, as defined herein, who worked approximately a combined 2,242 Pay Periods.

Allocation and Calculation of the PAGA Penalties.

28. The amount available for distribution to the LWDA and Aggrieved Employees ("PAGA Penalties") is the Total PAGA Settlement Amount less the Settlement Administration Fee to the Settlement

Administrator (“Net PAGA Penalties”). Seventy Five Percent (75%) of the Net PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the Net PAGA Penalties will be paid to the Aggrieved Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

29. Each Aggrieved Employee will receive a *pro rata* portion of the Employee Amount to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all Aggrieved Employees to yield the “Pay Period Amount,” and then each Aggrieved Employee’s individual Pay Periods will be multiple by the Pay Period Amount to yield his or her “Individual PAGA Payment.” Individual PAGA Payments shall be paid to Aggrieved Employees by way of a single check to each Aggrieved Employee (“Individual Settlement Check”).

PAGA Counsel’s Attorneys’ Fees and Costs.

30. PAGA Counsel is not seeking fees or costs from the Total PAGA Settlement Amount referenced in paragraph 26.

Plaintiff’s Service Payment.

31. Plaintiff is not seeking a service payment from this Settlement. Plaintiff will only be receiving his Individual PAGA Payment that Plaintiff is entitled to under the Settlement from this Total PAGA Settlement Amount.

Tax Treatment of Individual Settlement Checks to Aggrieved Employees.

32. The Parties agree that Individual Settlement Checks sent to Aggrieved Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and Aggrieved Employees shall be deemed to acknowledge that they have not obtained any tax advice from LFLC or Tracy and that neither Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Settlement or any its attachment is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Plaintiff and Aggrieved Employees are solely responsible for any tax obligations in connection any payments made pursuant to this Agreement.

33. Payment under the Settlement, including and not limited to payments paid to Plaintiff and Aggrieved Employees pursuant to this Settlement, are not intended to count as earnings by Plaintiff or the

Aggrieved Employees, and will not entitle Plaintiff or Aggrieved Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by LFLC or Tracy.

IV. RELEASE OF CLAIMS

34. Upon the Effective Date, Plaintiff and each Aggrieved Employee, shall fully release and forever discharge Releasees from the Covered Claims through approval of the Settlement, and the State of California shall fully release and forever discharge Releasees from the Covered Claims as they pertain to Plaintiff and Aggrieved Employees through approval of the Settlement.

35. Upon the Effective Date, Plaintiff also releases any and all claims, whether known or unknown, that could have been asserted in the Action and that in any way relate to the facts and circumstances alleged in the Action, including claims under California Labor Code sections §§ 201-204, 218, 226, 226(a), 226.3, 226.7, 226.8, 510, 512, 551, 552, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1195, 1197.1, 1199, 2802, 1102.5, Business & Professions Code Section 17200, et. seq., California Government Code Section 12952, and IWC 5-2001, during the Covered Period.

36. Plaintiff also agrees that all of his rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived upon approval of the PAGA Settlement by the Court. Section 1542 provides as follows:

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

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

37. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(l)(2), and that a judgment with respect to PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(l) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that Aggrieved Employees do not have the right to opt out of or otherwise exclude themselves from the Settlement, or object to the Settlement,

and upon approval of the Settlement by the Court, all Aggrieved Employees will have released the Releasees of and for the Covered Claims and Aggrieved Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, LFLC's counsel shall prepare and Plaintiff shall file, a Stipulation to request that the Court approve the Settlement, including and not limited to the PAGA Penalties, and Settlement Administration Fee, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). On the same day that Plaintiff applies to the Court for approval of the Settlement, PAGA Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(1)(2).

38. Parties shall submit the Approval Order and Judgment in a jointly-agreed upon format, which shall seek, *inter alia*: (1) entry of judgment of the Lawsuit; (2) permanent bar of all Aggrieved Employees from prosecuting any of the Covered Claims released in this Settlement against the Releasees; and (3) that no individualized notice of entry of the Approval Order and Judgment is required to be provided to the Aggrieved Employees. Upon entry of the Approval Order and Judgment by the Court, PAGA Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(1)(2).

VI. DUTIES AFTER COURT APPROVAL AND ADMINISTRATION OF THE SETTLEMENT

39. Within fifteen (15) calendar days of the Effective Date, LFLC shall pay to the Settlement Administrator, an initial payment of \$65,000.

40. Within thirty (30) calendar days after the Effective Date, LFLC shall compile a list containing the following information regarding each of the Aggrieved Employees: (1) full name; (2) last known mailing address and telephone number; (3) number of Pay Periods; and (4) Social Security number ("Group List"). The Group List will be provided to the Settlement Administrator within thirty (30) calendar days after the Effective Date, and will only be used for the sole purpose of mailing notices and payments pursuant to the Settlement.

41. Within sixty (60) calendar days after LFLC funds the entire settlement, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, and any Settlement Administration Fee.

42. Within sixty (60) calendar days after LFLC funds the entire of the settlement, Settlement Administrator shall mail via U.S. First Class mail to each Aggrieved Employee his or her Individual Settlement

Check at the last known address in the Group List or a more updated address from the National Change of Address Database. A cover letter (“Cover Letter”), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “**Exhibit A**,” will be included in the mailing of each Aggrieved Employee’s Individual Settlement Check. Together, an Individual Settlement Check that is mailed to an Aggrieved Employee with the Cover Letter is referred to as a “Payment Packet.” For any Payment Packet that is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days of the original mailing of the Payment Packet, the Settlement Administrator will undertake a skip trace search to locate an alternate, updated address, and re-mail the Payment Packet. The Settlement Administrator will only be required to re-mail the Payment Packet once by way of this process. However, if an Aggrieved Employee contacts the Settlement Administrator within thirty (30) calendar days of the original mailing of his or her Payment Packet, and it is feasible for the Settlement Administrator to cancel and re-issue the Individual Settlement Check, then upon the request of the Aggrieved Employee, the Settlement Administrator shall cancel the original Individual Settlement Check and re-issue an Individual Settlement Check along with the Cover Letter. All Individual Settlement Checks shall remain valid and negotiable up to one hundred and twenty (120) calendar days after the initial mailing of the original Payment Packets to the Aggrieved Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employees whose Individual Settlement Check is cancelled and in the respective amount of the cancelled check. All duties set forth herein shall be included in the Settlement Administration Fee and paid from the Total PAGA Settlement Amount.

43. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of LFLC and its counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether an Aggrieved Employee’s Individual Settlement Check has been cancelled, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court’s Approval Order and Judgment.

44. Upon complete distribution of the Total PAGA Settlement Amount by the Settlement Administrator, in accordance with the Settlement Agreement, the Settlement Administrator will notify the Parties of the distribution of the entire Total PAGA Settlement Amount, and within ten (10) business days of such notification, Plaintiff shall seek dismissal of the Action.

45. If the Court does not enter the dismissal without prejudice, or does not approve the Stipulation, LFLC's counsel shall prepare, and the Parties will execute, a second Stipulation seeking to address the Court's concerns, and Plaintiff's counsel will again file the same with the Court within five-days of the execution of the stipulation.

VII. If the Court does not approve the Total PAGA Settlement Amount in response to the second Stipulation, then Plaintiff or Defendants shall have the option of deeming both this Agreement and the Settlement Agreement related to Plaintiff's individual claims void. Written notice by any party that this Agreement and the PAGA Settlement Agreement is void, as a result of non-approval of the second Stipulation referenced in Section 44, shall be communicated, in writing, to counsel for all non-noticing parties within ten (10)-days of the Court entering an order declining to approve the second Stipulation. NO PRIOR ASSIGNMENTS

46. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

VIII. NO ADMISSION

47. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of LFLC, Tracy, Releasees, Plaintiff, PAGA Counsel, Aggrieved Employees, or the LWDA. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

IX. NULLIFICATION

48. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and re-apply for the Court's approval of the Settlement. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of this Settlement in the form agreed to by the Parties or if the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then: (a) this Settlement shall be considered null and void; (b) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Settlement shall stand in the same position,

without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

X. ATTORNEYS' FEES, COSTS AND EXPENSES

49. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

XI. CONSTRUCTION

50. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff, LFLC and Tracy regarding the settlement of the Covered Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Covered Claims, excluding any arbitration, confidentiality, resignation, and/or severance agreement executed or to be executed by Plaintiff, LFLC and Tracy, which will remain in or be of full force and effect.

XII. CAPTIONS AND INTERPRETATIONS

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

XIII. MODIFICATION

52. This Settlement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XIV. MISCELLANEOUS

53. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

54. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all

Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

55. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

**I HAVE READ THE FOREGOING PROVISIONS AND ACCEPT AND AGREE TO THEM,
AND HEREBY EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL UNDERSTANDING
OF ITS CONSEQUENCES.**

PLAINTIFF

DATED: _____

JOSE AREVALO

DEFENDANT

DATED: 8/31/21

Sandy Wallace
Land Forms Landscape Construction, Inc.

Name: Sandy Wallace

Title: CFO

On behalf of Defendant Land Forms Landscape Construction,
Inc.

DEFENDANT

DATED: _____

Jeff Tracy
JEFF TRACY

Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

55. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

**I HAVE READ THE FOREGOING PROVISIONS AND ACCEPT AND AGREE TO THEM,
AND HEREBY EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL UNDERSTANDING
OF ITS CONSEQUENCES.**

PLAINTIFF

DATED: 9/1/21

Jose Tapia A.
JOSE AREVALO

DEFENDANT

DATED: _____

Land Forms Landscape Construction, Inc.

Name:

Title:

On behalf of Defendant Land Forms Landscape Construction,
Inc.

DEFENDANT

DATED: _____

JEFF TRACY

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (“Agreement”), is entered into by and between Jose Tapia Arevalo, an individual, (“Plaintiff”), on the one hand, and Land Forms Landscape Construction, Inc. (“LFLC”), and Jeff Tracy, an individual (collectively “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as the “Parties.” Certain disputes, claims and alleged causes of action have existed by and between the Parties and arose out of and are related to Plaintiff’s employment relationship with Defendants and the cessation of that employment.

RECITALS

A. THE ACTION

Plaintiff filed a civil action against Defendants on May 26, 2020, for claims arising from his employment relationship with LFLC for 1) Unpaid Wages (Labor Code, Section 202; 2) Unpaid Overtime Wages (Labor Code, Sections 510, 1194); 3) Failure to Provide Meal Periods (Labor Code, Section 226.7); 4) Failure to Provide Rest Periods (Labor Code, Section 226.7); 5) Failure to Keep and Provide Accurate Itemized Wage Statements (Labor Code, Section 226); 6) Waiting Time Penalties (Labor Code, Section 203); 7) Unfair Business Practices (Business and Professions Code, Section 17200); and 8) Penalties Pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”) entitled *Jose Arevalo v. Land Forms Landscape Construction, Inc., et. al.* Orange County Superior Court, Case No. 30-2020-01149299-CU-OE-CJC. (“The Action”).

The Action sought damages for unpaid wages; unpaid overtime wages; failure to provide meal periods; failure to provide rest periods; failure to keep and provide accurate itemized wage statement and waiting time penalties suffered by Plaintiff as well as penalties under PAGA on behalf of Plaintiff and Aggrieved Employees for unpaid wages; unpaid overtime wages; failure to provide meal periods; failure to provide rest periods; failure to keep and provide accurate itemized wage statement and waiting time penalties. The Aggrieved Employees refers to “field laborers, general laborers, construction workers, maintenance workers, or similarly titled” who worked for Defendant in California at any time from January 24, 2019 through the Effective Date of this Settlement.

The Parties have reached a separate settlement of the PAGA Action, which pertains not only to Plaintiff, but also the allegedly Aggrieved Employees and the State of California, set forth in the Settlement and Release of Private Attorneys General Act Claims (“PAGA Settlement Agreement”), which is subject to court approval and the requirements of the Private Attorneys General Act (“PAGA”). The Parties intend that Plaintiff will retain standing as a deputized representative and aggrieved employee under PAGA for purposes of the PAGA Action despite the execution of this Agreement, which pertains to the cessation of Plaintiff’s employment and any and all claims that he may have in connection therewith.

B. DENIAL OF LIABILITY

Defendants deny both Plaintiff’s allegations in the Action and any liability arising from his allegations, his employment relationship with LFLC, and the cessation of his employment. Nevertheless, the Parties desire to avoid further litigation and settle all differences now existing between them related to Plaintiff’s employment with LFLC and the allegations in the Action.

C. SETTLEMENT

The Parties, through their counsel, have engaged in good faith settlement discussions and agreed that, in exchange for the payment of a certain sum, Plaintiff shall execute a full release of all claims arising from his employment relationship with LFLC, the cessation of his employment, and the allegations in the Action. The terms and conditions of the settlement are set forth below in this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims between the Parties, it is agreed as follows:

1.0 SETTLEMENT PAYMENT AND CONSIDERATION

1.1 In consideration of the executed terms and conditions of the Agreement, LFLC shall pay the total settlement sum of \$125,000.00 (“the Gross Settlement Amount”), as follows:

1.1.1 \$110,000.00 shall be paid for Plaintiff’s individual wage claim (causes of action number one through number seven), and any PAGA enhancement award to Plaintiff. \$25,000 of which is subject to applicable payroll withholdings and made payable to Plaintiff. \$85,000 of which is made payable to “Chami Law PC Client Trust Account.” All payments herein, made subject to the full execution of this settlement agreement (including exhibit A) and the PAGA settlement agreement, and provided that Plaintiff has not revoked pursuant to paragraph 18 below.

1.1.2. \$15,000.00 shall be paid to Plaintiff’s counsel for the attorneys’ fees for the representative PAGA claims, made payable to “Chami Law PC Client Trust Account.”

1.1.3. LFLC is obligated to pay the Gross Settlement Amount of \$125,000.00 subject to a payment plan, with an initial payment of \$25,000.00 delivered no later than 30 days after Court Approval of the PAGA settlement, with a check made payable to Jose Tapia Arevalo, subject to payroll tax withholdings. LFLC is obligated to pay the remaining \$100,000.00 of the Gross Settlement Amount, in twenty (20) equal monthly installment payments of \$5,000 per month (“the Installment Payments”), beginning no later than the 45 days after Court Approval of the PAGA settlement. Each of the Installment Payments shall be made payable to “Chami Law, PC Client Trust Account” and shall be due by or before the 15th of each month, following the payment of the initial Installment Payment. All payments referenced in this section of the Agreement shall be delivered to Plaintiff’s counsel at Chami Law, PC, 11845 W. Olympic Blvd., Suite 700, Los Angeles, CA 90064.

1.1.4 Nothing shall be paid until there is approval by the court of the PAGA settlement (being entered into separately).

1.2 There will be an additional payment of \$65,000.00 issued by LFLC only for the resolution of the representative PAGA action. This sum shall be paid only for the third party administrator, then 75% to the state as required by law with the remaining 25% to the aggrieved

employees including plaintiff's portion of the settlement.

1.3 No payments shall be made under either Paragraphs 1.1 or 1.2 above unless or until the Court approves the PAGA settlement. Plaintiff and Plaintiff's Counsel shall be solely responsible for allocating the Gross Settlement Amount between Plaintiff and attorneys' fees and costs.

1.4 Except for the payments described in paragraph 1 above, and except for any amounts Plaintiff shall receive as part of the PAGA Settlement Agreement, Plaintiff will receive no further monies from Defendants, or anyone acting on their behalf, related to and/or arising from his employment with Defendant or the cessation of that employment.

1.5 Plaintiff acknowledges and agrees that Defendants have made no representations to him regarding the tax consequences of the monies paid to him pursuant to this Agreement. Plaintiff agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. Plaintiff further agrees to indemnify and hold Defendants harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendants for any amounts claimed due on account of this Agreement to the extent the liabilities are Plaintiff's and they are provided with reasonable notice giving them an opportunity to cure, or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendants by reason of any such claims, including any amounts paid by Defendants as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

1.6 Within five (5) day following the execution of this Agreement by all Parties, Plaintiff's Counsel shall file a Notice of Settlement advising the Court that the Parties have reached a settlement of all of Plaintiff's individual claims alleged in the action, other than Plaintiff's PAGA cause of action.

1.7 Within twenty-one (21) days following execution of this Agreement and the PAGA Settlement Agreement by all Parties, LFLC's counsel shall prepare, and Plaintiff's attorneys of record shall file, a stipulation requesting the Court to approve the PAGA Settlement Agreement and dismiss Plaintiff's twelfth cause of action for alleged violations of the Private Attorneys' General Act of 2004 ("PAGA") with prejudice. **This Agreement shall not be effective unless the Court approves the PAGA Settlement Agreement and enters an order dismissing Plaintiff's PAGA cause of action, with prejudice, and Defendants shall be under no obligation to pay any of the payments referenced in paragraphs 1 unless and until the Court approves of the PAGA Settlement Agreement.**

1.8 If the Court does not approve the PAGA Settlement Agreement, LFLC's counsel shall prepare, and the Parties will execute, a second stipulation seeking to address the Court's concerns with the PAGA Settlement Agreement, and Plaintiff's counsel will again file the same with the Court within five-days of the execution of the stipulation.

1.9 If the Court does not approve the PAGA Settlement Agreement in response to the second Stipulation, then Plaintiff or Defendants shall have the option of deeming both this Agreement and the PAGA Settlement Agreement void. Written notice by any party that this Agreement and the PAGA Settlement Agreement is void, as a result of non-approval of the second Stipulation referenced in Section 1.8, shall be communicated, in writing, to counsel for

all non-noticing parties within ten (10)-days of the Court entering an order declining to approve the second Stipulation.

1.10 Within five (5) days of the payment of the sums set forth in paragraph 1 above, and provided that the Court approves the PAGA Settlement Agreement and enters an order dismissing the PAGA claim with prejudice, and issues an Order retaining jurisdiction on this Action pursuant to C.C.P. Section 664.6, Plaintiff shall, through his attorney of record, file a Request for Dismissal of the Action in its entirety, with prejudice. Plaintiff shall provide conformed copies of the Requests for Dismissal to Defendants' counsel.

2.0 RELEASE OF ALL CLAIMS

2.1 In consideration of the payments set forth in paragraph 1 above, and to the fullest extent permitted by law, Plaintiff individually and on behalf of his successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and each of them, voluntarily, irrevocably and unconditionally release, acquit and forever discharge Defendants, and any of their present and former companies (including, but not limited to, Jeff Tracy, Inc.), parents, subsidiaries, affiliates, officers, shareholders (including, but not limited to, Jeff Tracy, Sandy Wallace and Luke Alavardo), equity partners, partners, owners, directors, trustees, employees, former employees, and agents, as well as any of their representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, of Defendants (collectively referred to as "Defendants and Releasees"), and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, except claims that the law does not permit Plaintiff to waive by signing this Agreement, which Plaintiff now have, own, hold or claim to have, own or hold, or may have had, owned or held, or may claim to have, own or hold against Defendants and Releasees, or any of them, regarding events that have occurred in connection with or related to Plaintiff's employment or the cessation of his employment with Defendant, or any acts of Defendants and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action, or any claims under the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, the California Government Code, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Business & Professions Code, claims for disputed wages, and any amendments to any of these statutes, any other federal, state or local statute, ordinance, regulation or common law, and the following violations of the California Labor Code: §§ 201-204, 218, 226, 226(a), 226.3, 226.7, 226.8, 510, 512, 551, 552, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1195, 1197.1, 1199, 2802, 1102.5, Business & Professions Code Section 17200, et. seq., California Government Code Section 12952, and IWC 5-2001, during the Covered Period. **The provisions of this release do not apply to nor include the pending PAGA claims, which are governed by the release contained in the PAGA Settlement Agreement.**

2.2 Plaintiff agrees that all of his rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by

this Agreement are hereby waived. Section 1542 provides as follows:

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

2.3 Plaintiff agrees and acknowledge that the terms of settlement herein stated constitute a complete compromise of matters involving disputed issues of law and fact. Plaintiff expressly and voluntarily assumes the risk that the facts or law may be other than the Parties presently believe. It is understood and agreed by Plaintiff that the settlement is a compromise of doubtful and disputed claims and that no portion of the terms of the settlement shall be construed as an admission of liability by a Party hereto.

2.4 Plaintiff acknowledges that this Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that, if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

2.5 Medicare Release: It is understood and agreed that Plaintiff accept full responsibility for discharging any and all liens, including any liens by Medi-Cal or MediCare, or any other governmental entities, or any other healthcare providers that have cared for Plaintiff, or any liens by any insurers or other entities that have paid for such care, or any prior attorneys of Plaintiff (whether in this Action or any other case against Defendant), and also including any other liens that may exist or which may be filed in the future and will defend, indemnify and hold harmless Defendants and Releasees from any claims by any existing or future lienholders.

2.5.1. Warranty of Medicare Ineligibility: Plaintiff hereby warrants and represents that he never received, is not currently receiving, and did not apply to receive Medicare or Medicaid for any injuries released by this Agreement. Plaintiff further warrants that he is not eligible for benefits under the Federal Medicare program and does not anticipate applying for Medicare or Medicaid benefits.

2.5.2. Indemnification: Plaintiff represents that there are no liens or reimbursement rights by Medicare or Medicaid enforceable against the proceeds of the Settlement Payment, or the persons, firms or corporations making the payment herein. If such a lien or reimbursement right is asserted against the proceeds herein or against Defendants and Releasees or any person, firm or corporation making payment herein, then, in consideration of the payment made to Plaintiff, he agrees to indemnify Defendants and Releasees, their attorneys and/or their insurers against lien claims and/or fines or penalties imposed by Medicare or their agents. Plaintiff agrees to pay and satisfy such asserted lien or reimbursement right, fines and/or penalties or to satisfy the same.

2.5.3. Medicare Confirmation

Definitions:

“Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

“MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as “Section 111 of MMSEA”.

“MSP Statute” means the Medicare Secondary Payer (“MSP”) statute. 42 U.S.C. § 1395y(b).

Plaintiff represents that he is not enrolled in the Medicare/Medicaid program and were not enrolled during their employment with Defendant or anytime thereafter through the date of this Agreement.

Plaintiff represents and warrants that the information provided to Defendants and Releasees for confirmation of Plaintiff’s Medicare/Medicaid status, including his name, gender, date of birth and Social Security Number, are complete, accurate and current as of the date of this Agreement.

Plaintiff represents and warrants that no Medicare/Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests or causes of action of any nature or character exist or have been asserted arising from or related to any released claims. Plaintiff further agrees that Plaintiff, and not Defendants and Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the released claims.

Plaintiff agrees to indemnify and hold harmless Defendants and Releasees from any and all claims, demands, liens, subrogated interests and causes of action of any nature or character that have been or may in the future be asserted by Medicare/Medicaid and/or persons or entities acting on behalf of Medicare/Medicaid, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount, any Conditional Payments made by Medicare/Medicaid, or any medical expenses or payments arising from or related to any released claims that are subject to this Agreement or the release set forth herein, including, but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare/Medicaid for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting or other noncompliance with or violation of Section 111 of MMSEA that is based, in whole or in part, upon late, inaccurate or inadequate information provided to Defendants and Releasees by Plaintiff or his counsel or upon any failure of Plaintiff or his counsel to provide information; and (c) all Medicare/Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys’ fees, costs, interest, expenses and judgments incurred by or on behalf of Defendants and Releasees in connection with such claims, demands, subrogated interests or causes of action.

3.0 CONFIDENTIALITY AND NON-DISCLOSURE

3.1 Plaintiff hereby agrees that he will not, without compulsion of legal process, disclose to any third party any of the terms of this Agreement, the underlying facts of the matter, including the amounts referred to herein, except that he may disclose such information to his spouse, attorneys, accountants or other professional advisors to whom disclosure is necessary to effect the purposes for which he consulted such professional advisor(s). Plaintiff hereby understands that nothing contained herein shall preclude them from acknowledging that the dispute has been resolved.

3.2 Any breach by Plaintiff of Section 3.0 shall be considered a material breach of this Agreement and the Parties acknowledge that Defendants deem confidentiality a material condition of this Agreement, absent which it would not have agreed to the terms set forth herein. Nothing in this Section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies the Parties may have by virtue of this Agreement or otherwise, including the provisions contained in this Agreement relating to injunctive relief and attorneys' fees and costs.

3.3 The Parties agree that a breach of this confidentiality section would constitute irreparable harm to Defendants and that, in the event of any breach of this section, Defendants may obtain an injunction prohibiting future breaches. In addition, the Parties agree that any breach of confidentiality as defined in Section 3.1, and any breach of the provisions referenced in Sections 4.0 and 5.0 of this Agreement, shall result in liquidated damages paid by Plaintiff to Defendant in the amount of Ten Thousand Dollars (\$10,000.00) per proven breach. The Parties agree that injunctive relief, additional monetary damages and reasonable attorneys' fees and costs are also available under this Agreement for enforcing this provision.

4.0 NON-DISPARAGEMENT AGREEMENT

4.1 Plaintiff agrees that he will not defame or disparage Defendants and Releasees, and will not say or do anything that damages or impairs in any way the reputation of Defendants and Releasees.

4.2 The Parties agree that the non-disparagement provision set forth in this section is a material term of this Agreement and that breach of this section of the Agreement constitutes a material breach of this Agreement.

5.0 AGREEMENT NOT TO DISCLOSE INFORMATION OR DOCUMENTS

Plaintiff agrees not to disclose, produce, discuss or make available in any manner to any individual or entity any documents, pleadings, discovery, emails or correspondence, witness statements or information relating to this Action, or this Agreement absent a Court Order to do so or as otherwise required as part of the Court's review of Stipulation for Approval of the PAGA Settlement Agreement. Plaintiff agrees to notify Defendants in the event that any outside entity attempts to subpoena any of the documents relating to this case.

6.0 NEUTRAL REFERENCE

LFLC agrees that if it receives a request for an employment reference from a prospective employer of Plaintiff, LFLC shall only provide the prospective employer with information regarding Plaintiff's dates of employment and job titles.

7.0 ATTORNEYS' FEES

The Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, including the Action and all related matters. In the event that any Party shall institute any action or proceeding against another Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

8.0 VOLUNTARY AND INFORMED EXECUTION

Plaintiff represents that he has relied upon the advice of his attorney, who is the attorney of his own choice, concerning the legal and tax consequences of this Agreement; the terms of this Agreement have been completely read and explained to Plaintiff by his attorney; the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff; Plaintiff knowingly and voluntarily intends to be legally bound by the same; and is releasing Defendants and Releasees from any and all claims he may have against them.

9.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff represents and warrants that: (1) no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Agreement, except as otherwise set forth herein; (2) Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (3) Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any other person or entity.

10.0 ENTIRE AGREEMENT

The Parties understand and agree that this Agreement and the PAGA Settlement Agreement constitute the entire agreement between the Parties concerning the scope of the settlement of the Action and the related release of claims and that this Agreement supersedes any and all prior oral or written agreements and understandings on such issues. No warranty, representation, condition, understanding or agreement of any kind with respect to the subject hereof shall be relied upon by the Parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions contained herein.

11.0 COVENANT NOT TO SUE

Plaintiff agrees that he will not, at any time hereafter, commence, maintain or prosecute any action at law or otherwise, or assert any claim against Defendants and Releasees and/or execute or enforce any judgment against Defendants and Releasees for damages or losses of any kind or amount arising directly or indirectly from events that have occurred in connection with or related to their employment with Defendant or the cessation of his employment, or any acts of Defendants and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts alleged in the Action, or any claims that could have been brought under the acts, statutes or common law

referenced in Section 3.0, without repercussion or recourse.

12.0 GOVERNING LAW

The Parties understand and agree that the laws of the State of California govern the terms and enforceability of this Agreement.

13.0 NO ADMISSION

The Parties understand and agree that nothing in this Agreement is intended, or should be construed, as an admission of any liability, misconduct or wrongdoing by Defendants, or as an admission of any violation of the rights of Plaintiff or any other person.

14.0 APPLICABLE LAW AND RETENTION OF JURISDICTION

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination; provided, however, this in no way shall prevent the application of the benefits of federal law where applicable. The Orange County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6. This Agreement shall be admissible in any proceeding to enforce the terms thereof, if necessary, and the prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees, incurred thereby. By virtue of the foregoing language and pursuant to Evidence Code section 1123(b), this written Agreement is intended to be binding and enforceable.

15.0 SCOPE OF AGREEMENT

Plaintiff understands and agrees that this Agreement shall bind him and his successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and inures to the benefit of the respective Releasees.

16.0 INTERPRETATION OF THE AGREEMENT

Whenever the context requires, any gender referenced includes the other, and the singular number includes the plural, and vice-versa.

Any captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of their terms.

No inference, assumption or presumption shall be drawn from the fact that a Party or his or its attorney prepared and/or drafted this Agreement.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be affected, and the illegal, unenforceable or invalid part, term or provision shall be deemed not part of this Agreement.

17.0 PLAINTIFF'S ACKNOWLEDGEMENTS

Plaintiff acknowledges and affirms that he has suffered no workplace injuries, nor is he suffering from any known occupational diseases as a result of his employment. Subject to Section 1.0 above, Plaintiff acknowledges that he has returned all of Defendant's property received in connection with his employment at Defendants and Releasees.

18.0 ADEA PROVISION

Plaintiff understands and agrees that he has not executed this Agreement without first having had the opportunity, whether he takes it or not, to consider this Agreement for a full twenty-one (21) days from receipt. Plaintiff acknowledges that, if he executes this Agreement, he did so after Defendants advised him, in writing, to consult with an attorney. Plaintiff further understands and agrees that this Agreement will not be effective until seven (7) days after the date the Agreement containing Plaintiff's signature is returned to counsel for Defendants and then only if he has not exercised his right to revoke this Agreement as described in the paragraph below.

Plaintiff understands and agrees that he:

- a. Has a full twenty-one (21) days within which to consider this Agreement before executing it;
- b. Has carefully read and fully understands all of the provisions of this Agreement;
- c. Is, through this Agreement, releasing Defendants and Releasees from any and all claims they may have against them under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*);
- d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;
- e. Knowingly and voluntarily intends to be legally bound by the same;
- f. Was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of his choice prior to executing this Agreement;
- g. Has a full seven (7) days following the execution of this Agreement to revoke it; and
- h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621, *et seq.*) that may arise after the date this Agreement is executed are not waived.

19.0 SEVERABILITY

Should any provision of this Agreement be declared, or be determined by any court of competent jurisdiction, to be illegal, invalid, or unenforceable, it shall be limited to the minimum extent necessary to render it enforceable. If it cannot be so limited, it will be severed, and the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

20.0 AMENDMENT

This Agreement may not be modified, altered, or changed except in writing and signed by both Parties where specific reference is made to this Agreement.

21.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be comprised of original signatures, or copies or facsimiles thereof, but all of which shall taken together constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

22.0 INDEMNIFICATION

Each Party represents and warrants that he/she/it will indemnify and hold harmless each of the other Parties from any claims, causes of action, obligations, damages, and/or liabilities, including attorneys' fees, caused as a result of any breach or violation of any representation or warranty made in this Agreement by any such Parties.

23.0 ACKNOWLEDGEMENT

The Parties signing this Agreement represent and warrant that he/she/it: (a) has carefully read and fully understands this Agreement and its final and binding effect; (b) has been afforded sufficient time and opportunity to review this Agreement and consult with his attorney regarding the same; (c) has had an opportunity to negotiate the terms of this Agreement; (d) is fully competent to manage his business affairs and to enter into and execute this Agreement; (e) has signed this Agreement knowingly, freely, and voluntarily; and (f) has not been made any promises to induce him to execute this Agreement, except those promises provided herein.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL
RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Jose Tapia Arevalo

Dated: _____

By _____
Plaintiff

Jeff Tracy

Dated: _____

By JA Tracy
Defendant

Dated: 8/31/21

Land Forms Landscape Construction, Inc.

By Sandy Wallace
On behalf of Land Forms Landscape
Construction, Inc.

Name Sandy Wallace

Title CFO

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Jose Tapia Arevalo

Dated: 9/1/21

By Jose Tapia A.
Plaintiff

Jeff Tracy

Dated: _____

By _____
Defendant

Land Forms Landscape Construction, Inc.

Dated: _____

By _____
On behalf of Land Forms Landscape
Construction, Inc.

Name _____

Title _____

EXHIBIT A:
ADDENDUM TO CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

I, Jose Tapia Arevalo, (hereinafter referred to as "Plaintiff"), individually and on behalf of Plaintiff's heirs, executors, administrators and assigns, as additional consideration for the settlement agreement referenced in the CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS to which this ADDENDUM is attached and of which this ADDENDUM is a part (hereinafter referred to as "the settlement agreement"), further recite, warrant, represent and agree as follows:

Plaintiff understands, acknowledges and agrees that:

1. In reaching the settlement agreement, the parties have given considerable attention to whether Plaintiff is entitled to Social Security disability benefits pursuant to 42 U.S.C. § 423. It is not the intention of any party to the settlement agreement to shift to Medicare responsibility for payment of medical expenses for the treatment of the injuries that Plaintiff sustained as result of the incident referenced in the settlement agreement (hereinafter referred to as "the incident"). However, the settlement agreement is intended to foreclose the released parties from responsibility for future payments of any medical expenses and prescription drug expenses related to the incident and Plaintiff's injuries that Plaintiff sustained as a result of the incident.
2. The released parties have expressly denied all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred regarding Plaintiff's injuries resulting from the incident.
3. Because Plaintiff's injuries resulting from the incident were sustained on or after December 5, 1980, the sections of the Social Security Act known as the Medicare Secondary Payer ("MSP") law (42 U.S.C. Section 1395y[b]) and federal regulations adopted by the federal government to implement this law (including 42 C.F.R. Part 411) have been considered by the parties. These laws and regulations are collectively referred to herein as the "MSP provisions." Detailed information regarding the MSP provisions is available at the Centers for Medicare & Medicaid Services website at <http://www.cms.hhs.gov/>; a summary of the Medicare Secondary Payer Recovery Claim Process is available at <http://www.cms.hhs.gov/MSPRecovClaimPro/>.
4. Pursuant to the MSP provisions, Medicare is not required to make and does not make payment for covered items or services to the extent that payment has been made, or can reasonably be expected to be made, under a liability insurance policy or plan. Liability insurance means insurance (including a self-insured plan) that provides payment based on legal liability for injury or illness or damage to property, and includes, but is not limited to, automobile liability insurance, uninsured motorist insurance, underinsured motorist insurance, homeowners' liability insurance, malpractice insurance, product liability insurance, and general casualty insurance.
5. However, pursuant to the MSP provisions, under certain circumstances, Medicare may make conditional payments which are conditioned on reimbursement to Medicare to the extent that payment with respect to the same items or services could have been made

under a liability insurance policy or plan. These conditional payments are subject to later recovery by Medicare if there is a settlement, judgment, award or other payment.

6. Regarding these conditional payments, Medicare has a statutory direct right of recovery, a right that takes precedence over the claims of any other party, from anyone, including but not limited to the Medicare beneficiary, who receives payment directly or indirectly from the proceeds of a liability insurance payment, as well as from the liability insurer or plan making the payment. A failure to fully comply with the MSP provisions can result in a recovery action by Medicare seeking reimbursement of Medicare payments that Medicare was not required to make and penalties. 42 C.F.R. §411.24.
7. It is the understanding of the parties that the MSP provisions do not apply, and that compliance with these provisions is not required, regarding Plaintiff's claim for injuries which is the subject of the settlement agreement as Plaintiff has expressly represented and warranted, and hereby again expressly represents and warrants, that:
 - a. Medicare has made no conditional payments for any medical expense or prescription drug expense related to Plaintiff's injuries sustained in the incident.
 - b. Plaintiff is not, nor has Plaintiff ever been, a Medicare beneficiary.
 - c. Plaintiff is not currently receiving Social Security Disability Benefits.
 - d. Plaintiff has not applied for Social Security Disability Benefits.
 - e. Plaintiff has not been denied Social Security Disability Benefits.
 - f. Plaintiff has not appealed from a denial of Social Security Disability Benefits.
 - g. Plaintiff is not in End Stage Renal Failure.
 - h. Plaintiff does not expect to become eligible for Medicare benefits within the next 30 months.
 - i. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers or suppliers of any kind, have been filed regarding the treatment of Plaintiff's injuries sustained as a result of the incident.
8. Plaintiff is aware that each liability insurer paying the settlement is relying on Plaintiff's representations and warranties stated in Paragraph 7, and each of them, and that each such insurer reasonably expects that each such representation and warranty by Plaintiff is true.

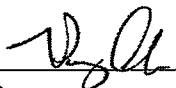
Plaintiff is of sound mind and body and fully capable of reading and understanding this ADDENDUM. Plaintiff understands the consequences of Plaintiff's failure to comply with the MSP provisions referenced in this ADDENDUM.

Done in the County of Orange, State of California, this 1st day of the month of September in the year 2021.

Jose Tapia A.
Jose Tapia Arevalo

Plaintiff's signature on this **Exhibit A** is witnessed by:

Pouya Chami
Print Name


Signature

9/1/21
Date

EXHIBIT C

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Pouya Chami](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, September 17, 2021 3:29:23 PM

09/17/2021 03:29:12 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Arevalo v. Land Forms Landscape Construction

Thursday, September 16, 2021

Requesting Attorneys Name:

Pouya Chami

E-Mail:

PChami@chamilaw.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	155
NCOA	Yes
Remail of Undeliverables	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll-Free Telephone Support	Flat Rate	\$75.00	1	\$75.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$905.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - (including 1099)	Per Check	\$2.00	155	\$310.00
USPS First Class Postage	Per Piece	\$0.55	155	\$85.25
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.50	31	\$77.50
Preparation of Taxes	Hourly	\$125.00	5	\$625.00
Annual Filing of Tax Return	Per Year	\$750.00	1	\$750.00

*Additional Bank fees may apply

Subtotal \$2,397.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$450.00

TOTAL ESTIMATED AMOUNT: \$3,752.75

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

1 **PROOF OF SERVICE**

2
3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 2361 Rosecrans
Ave., Suite 475, El Segundo, CA 90245.

6 On November 19, 2021, I served true copies of the following document(s) described as
7 **DECLARATION OF D. DENNIS LA IN SUPPORT OF MOTION FOR APPROVAL OF**
8 **PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)**
9 **SETTLEMENT** on the interested parties in this action as follows:

10 Pouya B. Chami, Esq.
11 CHAMI LAW, PC
12 11845 W. Olympic Blvd., Suite 700
13 Los Angeles, CA 90064

Attorneys for Plaintiff
JOSE AREVALO, an individual

14 Telephone: (310) 484-5001
15 Facsimile: (310) 484-5002
16 Email: pchami@chamilaw.com

17 Jeff Tracy
18 1901 E. Carnegie Ave., #E
19 Santa Ana, CA 92705

In Pro Per

20 Telephone: (949) 582-0877
21 Email: j.tracy@landformslandscaping.com

22 ☒ **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package
23 provided by the overnight service carrier and addressed to the persons at the addresses listed in the
24 Service List. I placed the envelope or package for collection and overnight delivery at an office or
25 a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a
26 courier or driver authorized by the overnight service carrier to receive documents.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct.

Executed on November 19, 2021, at El Segundo, California.

23 
24 DIANE BRANCHE