

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between Plaintiffs Roberto Uribe and Teresa Uribe ("Plaintiffs"), individually, and on behalf of the other aggrieved employees (the "Aggrieved Employees," as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, et seq., the Private Attorneys General Act ("PAGA") on the one hand, and Defendants Leedom Family Ranch LLC and Semi-Kinetics, Inc. ("Defendants") on the other hand. Plaintiffs and Defendants are collectively referred to herein as "the Parties."

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the Aggrieved Employees they represent, and Defendants, subject to the approval of the Court.

WHEREAS, Plaintiffs have filed a First Amended Complaint in Orange County Superior Court, Case No. 30-2023-01306847-CU-OE-CXC, asserting a representative claim for civil penalties payable to themselves, other aggrieved employees, and the State of California pursuant to the California Private Attorneys General Act ("PAGA") based on allegations that Defendants: (1) failed to pay minimum and straight time wages; (2) failure to pay overtime compensation; (3) failed to provide meal periods; (4) failed to provide rest breaks; (5) failed to timely pay final wages; and (6) failed to furnish accurate itemized wage statements. Specifically, the Representative PAGA Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1 and 1194 (as well as the corresponding provisions of the applicable Industrial Wage Order) (Plaintiff's "Representative PAGA Claims").

WHEREAS, Plaintiffs timely sent notice to the LWDA of their intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004, as codified in California Labor Code § 2698 et seq. ("PAGA"), on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees (the "PAGA Notice"). More than 65 days have elapsed since Plaintiffs sent notice to the LWDA of their intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004.

WHEREAS, the Parties have mediated this case with experienced wage-and-hour mediator, Kelly Knight, Esq. As a result, the Parties have agreed to settle Plaintiffs Representative PAGA claims in light of all known facts and circumstances - including the difficulty of proving some of Plaintiff's claims, potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, for purposes of this Settlement and Plaintiffs claims for failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide meal periods, failure to provide rest breaks, and failure to timely pay final wages, the Aggrieved Employees are defined as: "All non-exempt California production floor employees of Defendants between March 22, 2022 to February 22, 2024" ("PAGA Period"). Defendants represent that there are approximately 88 Aggrieved Employees.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have against Defendants and Defendants' past or present parents, subsidiaries, and affiliates, and/or their respective officers, directors, employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts of omissions of Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims, and that nothing in this Agreement shall be construed as an admission by Defendants of any wrongdoing or liability. Specifically, Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. Defendants, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement as a result of extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Defendants and Plaintiffs and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks inherent in litigation. Further, counsel for Plaintiffs, Jose M. Herrera of Haulk & Herrera LLP, believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claim, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary, and (3) have arrived at the settlement as a result of extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. See also *Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification"); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out

of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

1. **“Action”** means the civil action titled *Roberto Uribe and Teresa Uribe v. Leedom Family Ranch, LLC, et al* filed in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01306847-CU-OE-CXC.
2. **“Gross Settlement Amount”** means the Gross Settlement Amount of Eighty Thousand Dollars and No Cents (\$80,000.00), which includes the following: Attorneys’ Fees and Costs, Settlement Administration Costs, Enhancement Payments, and Net Settlement Amount.
3. **“Individual Claims”** means Plaintiffs’ individual claims against Defendants for violations under FEHA.
4. **“LWDA”** means the California Labor and Workforce Development Agency.
5. **“Named Plaintiffs”** or **“Plaintiffs”** means Teresa Uribe and Roberto Uribe.
6. **“PAGA”** means California’s Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.
7. **“PAGA Period”** means from March 22, 2022 to February 22, 2024.
8. **“Released Parties”** means Defendant and its past and present owners, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, lawyers and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies, any individual and/or entity which could be jointly liable with Defendant and/or deemed a joint employer with Defendant and all respective attorneys.
9. **“Settlement Administrator”** means ILYM Group, Inc. who was mutually agreed to by the Parties and will be responsible for administration of the settlement, as described below.
10. **“Settlement Administration Costs”** means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount.

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree, and covenant as follows:

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or, (b) sixty-one (61) days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. **Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.** The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against Defendants and their past or present parents, subsidiaries, and affiliates, and/or their respective officers, directors, employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts or omissions of Defendants (“Released Parties”). It is expressly understood and agreed that this settlement only includes a full release from any and all claims and/or causes of action arising during the PAGA Period under the California Private Attorneys General Act that were alleged in the Action, in the PAGA Letters or which could have been alleged for civil penalties (“PAGA penalties”) under PAGA based on the facts and claims alleged in the Action or PAGA Letters, including, PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 206, 210, 215, 216, 218.5, 221, 223, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1194, 1197, and 1199 (as well as the corresponding provisions of the applicable Industrial Wage Order) and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the Lawsuit (Plaintiff’s “Representative PAGA Claims”). This settlement shall not impact Aggrieved Employees’ ability to assert Labor Code claims other than PAGA claims.

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), Plaintiffs shall submit to the LWDA a copy of this Agreement at the same time that Plaintiffs submit it to the Court for approval.

4. **Total Settlement Amount.** Defendants agree to pay, in accordance with the terms set forth herein, the total sum of \$80,000.00 (the “Gross Settlement Amount”) in full settlement of the Representative PAGA Claims. The Gross Settlement Amount will be allocated as follows:

a. PAGA Counsel’s attorneys’ fees and costs request of up to 33% of the Gross Settlement Amount (\$26,400) (“PAGA Counsel’s Fees”) and PAGA Counsel’s separate request for reasonable litigation costs incurred in this matter (“PAGA Counsel’s Costs”) not to exceed \$6,000. Defendants will not oppose these requests. To the extent that the Court approves less than the amount of attorneys’ fees and costs that Plaintiffs’ counsel requests, any reduced amount shall be allocated to the settlement fund for the Aggrieved Employees;

b. Administration costs of no more than \$3,000.00 to be paid to the Settlement Administrator ("Administration Costs"); and

c. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) and (b) is approximately \$44,600, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis.

5. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendants will use the following formula: Settlement Payment = 25% of Aggrieved Employees' PAGA Portion (\$11,150) x [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

6. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued, if applicable. IRS Form 1099s are used for payments of miscellaneous income of at least \$600 that is not considered wages such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledge that they have obtained no tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state 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. Defendants are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to Plaintiffs' counsel's fees and costs will be reflected in a Form 1099 to counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

7. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED

TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

8. PAGA Settlement Payment Procedures.

a. Within 10 business days of the Effective Date, Defendants shall deposit the Gross Settlement Amount or \$80,000.00 with the Settlement Administrator. Within 10 business days of the Effective Date, Defendants shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, and number of pay periods in the PAGA period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.

Within 30 calendar days from the date when the Gross Settlement Amount has been fully funded, the Settlement Administrator shall:

i. Remit a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the employee letter (attached hereto as Exhibit A). Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. All uncashed settlement checks shall sent to the California State Controller's Unclaimed Property division.

ii. Remit Plaintiff counsel's fees and costs, as approved by the Court.

b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator.

c. Neither Defendants nor Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

9. Settlement Administrator. As set forth in Paragraph 8, the Settlement Administrator shall be responsible for sending notices and for calculating Settlement Shares and preparing all checks and mailings and comply with all requirements set forth in Paragraph 8. The costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount. The Parties agree to use ILYM Group Inc. as Settlement Administrator. Defendants are not responsible or liable for any errors in the calculation of paystubs or settlement amount to be awarded to each Aggrieved Employee. Defendants are also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

10. Duties of the Parties Prior to Approval. Promptly upon execution of this Settlement, Plaintiffs shall apply to the Court for approval of the proposed Settlement. Plaintiffs

shall apply to the Court for the entry of an order approving this Settlement as required by Labor Code section 2699(1). The Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to Plaintiffs' counsel, and (3) final Judgment. In conjunction with the Motion for Approval, Plaintiffs shall submit a proposed Final Judgment requesting the entry of judgment.

11. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendants, or Defendants' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

12. Nondisclosure and Nonpublication. Plaintiffs agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, and the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA.

13. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. Communications. All communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendants Leedom Family Ranch LLC and Semi-Kinetics, Inc.: Colin Calvert, (ccalvert@fisherphillips.com), Kendall Cole (kcole@fisherphillips.com), Fisher & Phillips LLP, 2050 Main Street, Suite 1000, Irvine, CA 92614.

To Plaintiffs Roberto Uribe and Teresa Uribe: Jose M. Herrera (jherrera@hemploymentlaw.com), Matthew A. Haulk (mhaulk@hemploymentlaw.com); Haulk & Herrera LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

15. Entire Agreement. With the sole exception of the agreements resolving Plaintiff's Individual Claims, this Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the claims being settled and the time periods of such claims as described above. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. With the sole exception of the agreement resolving Plaintiff's Individual Claims, this is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

16. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or application and to this

end the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

17. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

18. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

19. **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFFS:

Roberto Uribe

Roberto Uribe

06 / 05 / 2024

Date

Teresa Uribe

Teresa Uribe

06 / 05 / 2024

Date

DEFENDANTS:

[Signature]
Freedom Family Ranch LLC

By: Michael Wayne Leedom

Its: President/CEO

[Signature]
Semi-Kinetics, Inc.

By: Michael Wayne Leedom

Its: President/CEO

APPROVED AS TO FORM BY COUNSEL:

HAULK & HERRERA LLP

Matthew Haulk, Esq.

Matthew A. Haulk, Esq.

Jose M. Herrera, Esq.

Counsel for Plaintiff

06/05/2024

Date

FISHER & PHILLIPS LLP

[Signature]

Colin Calvert, Esq.

Kendall Cole, Esq.

Counsel for Defendants

6/10/24

Date

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Document ID	752e6aeaa1e5bbfc328e41594cac14f4ef0723c9
Audit trail date format	MM / DD / YYYY
Status	Signed

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 SENT	05 / 31 / 2024 17:38:25 UTC	Sent for signature to Roberto Uribe (lourdes.uribe@icloud.com) and Teresa Uribe (lourdes.uribe@icloud.com) from jherrera@hemploymentlaw.com IP: 23.242.129.42
 VIEWED	05 / 31 / 2024 17:40:22 UTC	Viewed by Roberto Uribe (lourdes.uribe@icloud.com) IP: 172.89.214.153
 SIGNED	06 / 05 / 2024 21:53:43 UTC	Signed by Roberto Uribe (lourdes.uribe@icloud.com) IP: 172.89.214.153
 VIEWED	06 / 05 / 2024 21:53:59 UTC	Viewed by Teresa Uribe (lourdes.uribe@icloud.com) IP: 172.89.214.153
 SIGNED	06 / 05 / 2024 21:54:23 UTC	Signed by Teresa Uribe (lourdes.uribe@icloud.com) IP: 172.89.214.153
 COMPLETED	06 / 05 / 2024 21:54:23 UTC	The document has been completed.