

1 EVAN S. GAINES, ESQ. SBN 287668
2 **GAINES LAW CORPORATION**
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4 Westlake Village, CA 91362
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6 Facsimile: (805) 800-8928
7 evan@gaines.law

8 Attorneys for Plaintiff Kelli Ward,
9 on behalf of herself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF STANISLAUS**

13 KELLI WARD, on behalf of herself and all
14 “aggrieved employees” pursuant to Labor
15 Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 DIAMOND BASEBALL HOLDINGS, LLC,
19 a Delaware limited liability company,
20 EXPRESS SERVICES, INC., a Colorado
21 corporation, d/b/a EXPRESS
22 EMPLOYMENT PROFESSIONALS, and
23 DOES 1 through 10, inclusive,

24 Defendants.

Case No. CV-26-001521

Assigned to the Hon. John R. Mayne
Dept. 21

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF REQUEST FOR DISMISSAL**

[Filed Concurrently: Request for Dismissal;
Order]

Complaint Filed: February 13, 2026

1 I, Evan S. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California, and I am the
3 owner of Gaines Law Corporation, counsel of record for Plaintiff Kelli Ward ("Plaintiff") in this
4 matter. The matters set forth herein are of my own personal knowledge, and if sworn as a witness, I
5 could and would testify competently thereto.

6 2. On February 13, 2026, Plaintiff filed the instant Action seeking penalties on a
7 representative basis, on behalf of herself and all "aggrieved employees," for Diamond Baseball
8 Holdings, LLC's, and Express Services, Inc., d/b/a Express Employment Professionals'
9 ("Defendants") violations of California Labor Code and the Private Attorneys General Act of 2004
10 ("PAGA"), codified as § 2698, *et seq.*, by failing to provide meal and rest periods, or compensation
11 in lieu thereof, failing to issue complete and accurate wage statements, and failing to issue all wages
12 due upon separation of employment. The alleged violations occurred when Plaintiff worked for
13 Defendants in Stanislaus County, California.

14 3. After a review of the claims and defenses to the Action, and considering Defendants'
15 contentions that Plaintiff has been paid all wages due and owing and maintains claims that are
16 individual to the other Aggrieved Employees, I have has concluded that it is in all Parties' best interest
17 to resolve Plaintiff's individual claims only.

18 4. Accordingly, the Parties have negotiated a settlement of Plaintiff's individual claims
19 only, and the PAGA representative claims will be dismissed without prejudice, as set forth in the
20 concurrently-filed request for dismissal. Attached hereto as **Exhibit A** is a true and correct redacted
21 copy of the Parties' Confidential Settlement Agreement and General Release of Claims (the
22 "Settlement Agreement").

23 5. The settlement does not contemplate the waiver of any claims by anyone other than
24 Plaintiff and does not provide for the waiver of PAGA representative claims asserted on behalf of any
25 employee or the State, such that there is no allocation of civil penalties in the Settlement.

26 6. Plaintiff, therefore, requests that the Court enter a dismissal of this action **with**
27 **prejudice** as to Plaintiff's individual claims and **without prejudice** as to the PAGA representative
28 claims, pursuant to the request submitted concurrently herewith.

1 7. Concurrent with the filing of this Request for Dismissal, Plaintiff has submitted the
2 Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct and was executed on July 28, 2026, at Westlake Village, California.

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8 EVAN S. GAINES
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EXHIBIT A

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into, as of the last date written below, by and between, Kelli Ward (“Ward”), on the one hand, and Diamond Baseball Holdings, LLC (“Diamond Baseball”) and Express Services, Inc. DBA Express Employment Professionals (“Express”) (together, “Defendants”), on the other hand. Ward and Defendants are collectively referred to herein as “the Parties,” and a “Party” in the singular. This Agreement is entered into with regard to the following facts:

R E C I T A L S

A. WHEREAS, Ward alleges that she was jointly employed by Defendants from on or about March 2025 until on or about August 2025;

B. WHEREAS, Ward submitted a Notice under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) to the Labor and Workforce Development Agency (“LWDA”) on or about September 18, 2025, and supplemented that Notice on or about December 9, 2025 (collectively, the “PAGA Notices”);

C. WHEREAS, on or about February 13, 2026, Ward filed a PAGA Representative Action Complaint against Defendants in the Superior Court for the County of Stanislaus, titled Kelli Ward v. Express Services, Inc. et al., Stanislaus Superior Court Case No. CV-26-001521 (the “Complaint”). The PAGA Notices and Complaint are hereinafter referred to as the “PAGA Action”;

D. WHEREAS, Defendants deny all of Ward’s claims and allegations, including but not limited to, her allegations and claims in the PAGA Notices and the Complaint and contend that at all times they treated their workers, including Ward, fairly and in compliance with the law;

E. WHEREAS, there is a good faith dispute between Ward and Defendants as to whether Ward is owed any additional payments, including but not limited to wages, commissions, bonuses, vacation, sick leave, holidays, reimbursements, benefits, and/or penalties, except for the Settlement expressly set forth below, and Ward is willing to compromise and resolve all such claims by accepting the Settlement under the terms of this Agreement;

F. WHEREAS, there are substantial controversies and disputes which exist between the Parties. The Parties desire to fully and finally settle and resolve all of Ward’s claims in any way arising out of, or existing by virtue of, any of the acts, circumstances or events which form the basis of her employment with Defendants, her placement by Express for work at Diamond Baseball, the termination of such alleged employment, the termination of her placement at Diamond Baseball, and the PAGA Action (hereinafter collectively referred to as the “Dispute”) without admission of fault by any Party, in order to avoid further time-consuming and costly litigation.

SETTLEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth herein below, the Parties agree as follows:

1. Consideration / Payment to Ward.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Ward shall provide a completed Form W-4 to Defendants' counsel along with this Agreement executed by Ward. Ward and Gaines Law Corporation shall provide completed Forms W-9 to Defendants' counsel along with this Agreement executed by Ward. The applicable Form W-2 will be issued to Ward for the payment in this subsection (a) of this Section 1, and the applicable Forms 1099 will be issued to Ward and the Gaines Law Corporation in connection with the payments in subsections 1(b) - (e) of this Section 1.

2. Dismissals of the Action. Within fourteen (14) business days of receipt of the Settlement Proceeds, Ward shall file dismissals with prejudice of all individual claims as to all

parties and all causes of action, and dismissals without prejudice as to representative (PAGA) claims. Ward's counsel shall provide a conformed copy of these dismissals to Defendants' counsel. In the event that the Court does not enter the dismissal of the PAGA Action as provided in this Section, the Parties shall cooperate in good faith to address the Court's concerns and obtain such dismissal. The Gaines Law Corporation shall return the Settlement Proceeds if the Court does not dismiss with prejudice all individual claims as to all parties and all causes of action and dismiss without prejudice the representative PAGA claims.

3. Defendants' Releasees. As used in this Agreement, "Defendants' Releasees" means, refers to, and includes Defendants, and each of their parent, subsidiary, related, affiliated, predecessor, franchisees, and successor companies/entities, and each of their respective past, present and future principals, owners, stockholders, partners, franchisees, members, directors, officers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, alter-egos, affiliates, fiduciaries, trustees, employees, servants, contractors, agents, attorneys, insurers, franchisees, franchisors, assigns, and representatives.

4. General Release by Ward. Except for the duties, liabilities, agreements and obligations under this Agreement, Ward completely and forever releases and discharges any and all claims or demands, losses, liens, costs (including attorneys' fees), damages, penalties (including civil and statutory), actions, causes of action, whether in law or equity, suits, administrative actions or proceedings, judgments, executions, attachments, debts, contracts, accounts, agreements, promises, liabilities and obligations of every kind and nature whatsoever including, without limitation, any claims or matters arising out of or in any way connected with the facts underlying the Dispute, allegations Ward made and/or could have made related to the Dispute, and all claims for physical and emotional injury, which claims may have existed, exist, may exist, and/or which could be, or could have been filed, and/or arising at any time, as of the Effective Date of this Agreement (hereinafter referred to as the "Released Claims"), whether secured or unsecured, whether now known or unknown, whether suspected or unsuspected and whether or not heretofore asserted which Ward now holds or owns, or at any time heretofore held or owned against Defendants and Defendants' Releasees.

The Released Claims include, but are not limited to, any claims, causes of action, rights, actions, suits, charges, or disputes, including but not limited to any and all wages, compensation, salaries, minimum wage, overtime, holiday pay, bonuses, commissions, pay, allowances, monies, meal and rest period violations or premiums, off the clock work, expenses/reimbursements, wage statements, employee benefits, sick/vacation pay, sick leave, severance pay, retention pay, paid leave benefits, notification rights, any other wage and hour related claims, and any other benefits, penalties, interest, damages, and promises related to the same; and any claims to any equity interest in the Defendants, including without limitation stock options, shadow stock, restricted stock, membership units, distribution rights, partnership, stock, and all other forms of equity. Without limiting the foregoing, and by way of examples only, the Released Claims also extend to any and all claims for alleged (a) violation of the National Labor Relations Act (NLRA) (to the extent permitted by law), Title VII of the Civil Rights Act (Title VII), the Americans With

Disabilities Act of 1990 (ADA), the Employee Retirement Income Security Act (excluding vested benefits) (ERISA); the Rehabilitation Act, the Occupational Safety and Health Act (OSHA) (federal and California), the American Rescue Plan Act (ARPA), the Families First Coronavirus Response Act (FFCRA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the Worker Adjustment and Retraining Notification Act (federal and California), the California Fair Employment and Housing Act (FEHA), the Unfair Business Practices Act/Unfair Competition Law (UCL); the California Labor Code, the California Government Code, the California Civil Code, the applicable California Wage Order(s), and the California Private Attorneys General Act (to the extent permitted by law) (all as amended); (b) discrimination or harassment on the basis of any protected status, such as race, color, ancestry, national origin (including language use restrictions), natural hair, citizenship, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, lactation and medical conditions related to pregnancy, childbirth or lactation), marital status, domestic partnership status, sexual orientation, gender, gender identity, gender expression, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, age, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation, ordinance, order, guidance, resolution, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Defendants' Releasees, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Ward ever had, now has, or may have as of the date of this release. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. Defendants and Ward intend for this release to be as broad as possible.

Notwithstanding the foregoing, Ward does not waive or release any claim which cannot be waived or released by private agreement. This Agreement does not affect any claims that cannot be released by law. Nothing in this Agreement is intended to waive claims for: (i) workers' compensation claims, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, or (iv) for vested rights under ERISA-covered employee benefit plans as applicable on the date Ward signs this Agreement. Further, nothing in this Agreement shall

prevent Ward from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, California Civil Rights Department (“CRD”, formerly known as DFEH), NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Ward, however, understands that by signing this Agreement, Ward waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the CRD or any other state or local deferral agency on Ward’s behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

Ward also releases and waives any and all legal or administrative claims arising under any express or implied contract, law, rule, regulation, or ordinance, including, but not limited to, any prior offers for payment of back wages, the California Labor Code, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the California Fair Employment and Housing Act, or the California Family Rights Act. Notwithstanding the foregoing, the term “claim” for purposes of the releases set forth hereinabove does not include any workers’ compensation claims or any other claims that Ward is not legally permitted to waive as a matter of law, which are expressly excluded from the Released Claims.

5. Release of Unknown Claims. Ward specifically acknowledges that she has been informed and is aware of the provisions of Section 1542 of the California Civil Code and expressly waives and relinquishes all rights and benefits, which Ward has or may have under said Section, which states 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.”

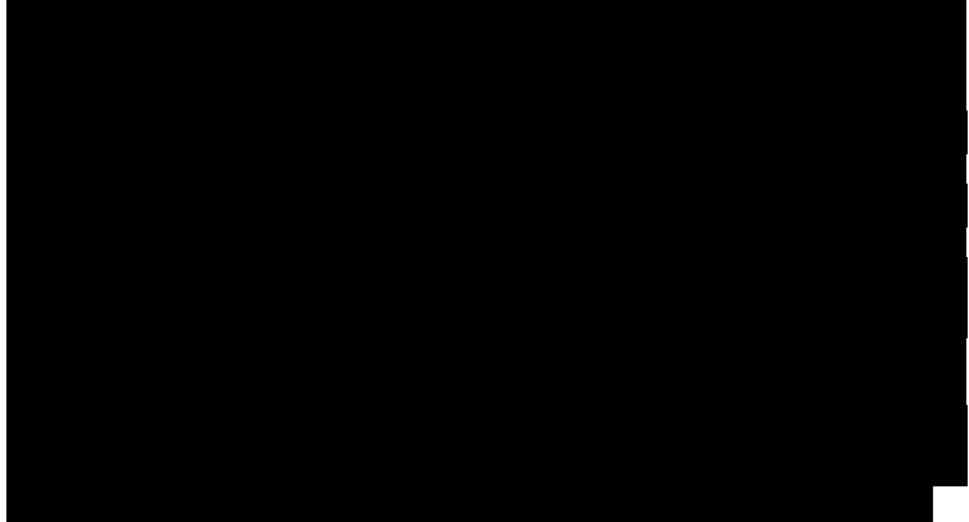
This Section 1542 Release does not include any workers’ compensation claims or any other claims that Ward is not legally permitted to waive as a matter of law, which are expressly excluded from the Released Claims.

6. Confidentiality.

- a. Ward and Gaines Law Corporation will keep the Settlement Proceeds absolutely confidential. Ward and Gaines Law Corporation will not publicize or disclose the Settlement Amount to anyone, except pursuant to court order.

b. This confidentiality provision shall not preclude Ward or Gaines Law Corporation from disclosing the amount of the settlement to her spouse, attorneys, accountants, financial advisors, banking or lending institutions, health care providers, or tax advisors, provided these third parties are informed of and agree to be bound by this confidentiality provision. Ward and Gaines Law Corporation may also disclose the amount of this settlement to government taxing authorities. In addition, this confidentiality provision shall not be construed to prohibit Ward or Gaines Law Corporation from complying with a lawful court order or process requiring disclosure issued by a state or federal governmental agency or other entity, written or oral, of any information covered by this confidentiality provision, provided Ward and Gaines Law Corporation give immediate written notice of same to Defendants' counsel Adam Siegel and Morgan Forsey.

c.



d. Ward understands that nothing in this Agreement or in any other confidentiality provision to which Ward may be subject as a result of employment at or separation from Defendants prohibits Ward from responding accurately to questions or requests pursuant to any legal process or from communicating with any government enforcement agency about possible legal violations, nor is Ward required to notify Defendants regarding any such communications. Defendants nonetheless assert and do not waive their attorney-client privilege over any information appropriately protected by the privilege. Under the Defend Trade Secrets Act of 2016, Ward also understands that she may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law, or

(2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

7. **Nondisparagement.** The Parties acknowledge that Ward's claims against Defendants have been amicably resolved. Ward and Gaines Law Corporation represent and agree that they will not criticize, denigrate or otherwise disparage or cause disparagement to Defendants' products or services. Nothing in this Agreement prevents Ward from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Ward has reason to believe is unlawful. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall restrict Ward's ability to exercise rights under Section 7 of the National Labor Relations Act, including the right to discuss terms and conditions of employment with co-workers and labor unions and publicly criticize an employer as an employer.

8. **Responses to Inquiries About Ward.** Defendants will respond to third party inquiries about Ward's employment with them by only providing a neutral job reference consisting of the dates of her employment and the title of the last position she held with Defendants.

9. **No Assignment of Released Claims.** Ward represents and warrants that neither she, nor any of her agents, attorneys, employees, predecessors, successors or assigns, have assigned or transferred or purported or agreed to assign or transfer any of the Released Claims.

10. **Compromise of Disputed Claims.** The Parties agree that this Agreement is a compromise and settlement of disputed claims and does not constitute, nor shall it be construed as, an admission of liability on the part of any of the Parties hereto for any claims, injuries or damages which have been, or may have been, sustained by any of the Parties as herein above described.

11. **No Reliance upon Representations.** Each of the Parties to this Agreement does hereby warrant, represent and agree that in executing this Agreement they have done so with full knowledge of the rights they may have with respect to the other Parties to this Agreement. Each of the Parties to this Agreement further warrants, represents and agrees that they are not relying, and have not relied, upon any representation, warranty or statement, oral or written, made by any other Party to this Agreement with respect to this Agreement except as expressly set forth herein.

12. **Binding Effect.** This Agreement shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the Parties.

13. **Entire Agreement.** This Agreement contains all representations and the entire understanding and agreement between the Parties and, this Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto concerning the subject matter of this Agreement, except for the Arbitration Agreement signed by Ward on January 27, 2025. Any representation, promise or condition, whether oral or written, not specifically incorporated herein, shall be of no valid or binding effect upon the Parties.

14. **Invalid, Void or Unenforceable Terms.** If any of the provisions of this Agreement are held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way.

15. **Modification or Amendment.** This Agreement, including this Section, may be modified or amended only by an agreement in writing signed by all of the Parties hereto.

16. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. No waiver shall be valid unless the same is in writing and signed by all of the Parties hereto.

17. **Additional Documents and Acts.** Each Party shall, at the request of the other, execute, acknowledge, sign and deliver whatever additional instrument, and do such other acts, as may be reasonably requested, necessary or convenient to carry out the intent and purpose of this Agreement.

18. **Attorneys' Fees and Costs.** In any action brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it is entitled.

19. **Governing Law; Jurisdiction; Venue.** This Agreement and the rights and obligations hereunder shall be governed by, and construed and interpreted in all respects in accordance with, the laws of the State of California without regard to its conflicts of laws principles. The Parties consent to the jurisdiction of the State of California and venue in the County of Stanislaus, for any lawsuit that arises from a dispute of any nature among the Parties.

20. **Voluntary Execution of Agreement.** Ward hereby warrants, represents and agrees that she is executing this Agreement voluntarily and without any duress or undue influence, with Ward's full intent of releasing all claims. Ward acknowledges that: (a) she has read this Agreement; (b) she has had the opportunity to be represented in the preparation, negotiation and execution of this Agreement by legal counsel of her own choice; (c) she understands the terms and consequences of this Agreement and of the release it contains; (d) she is fully aware of the legal and binding effect of this Agreement; and (e) she has been provided a reasonable period of at least five (5) business days to review and accept the terms of this Agreement.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the Agreement notwithstanding the fact that all of the Parties have not been signatories either on the same date or to the same counterpart. A facsimile or .pdf (or similar reliable electronic image such as DocuSign) copy of the signed/initialed Agreement and/or counterpart shall be deemed the same as an original with ink signature/initials.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

DATED: 06 / 12 / 2026 , 2026

By: *Kelli Ward*
Kelli Ward

Diamond Baseball Holdings, LLC

DATED: Jun 20, 2026 , 2026

By: *Peter B. Freund*
Peter B. Freund (Jun 20, 2026 14:05:17 EDT)
Authorized Agent

Express Services, Inc.

DATED: _____ , 2026

By: _____
Authorized Agent

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

DATED: 06 / 12 / 2026, 2026

By: Kelli Ward
Kelli Ward

Diamond Baseball Holdings, LLC

DATED: _____, 2026

By: _____
Authorized Agent

Express Services, Inc.

DATED: 6/15/2026, 2026

By: Signed by: Sarah Keates
1239141F94F8473...
Authorized Agent

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 On July 28, 2026, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN**
5 **SUPPORT OF REQUEST FOR DISMISSAL** on the interested parties in this action by placing a true copy thereof
6 enclosed in sealed envelopes addressed as follows:

7 **MORGAN P. FORSEY**
8 **morgan.forsey@afslaw.com**
9 **BRETT D. YOUNG**
10 **brett.young@afslaw.com**
11 **BRYN R. DOYLE, SBN 366273**
12 **ARENTFOX SCHIFF LLP**
13 **555 S. Flower St.**
14 **43rd Floor**
15 **Los Angeles, CA 90071**

16 **Attorneys for Defendant**
17 **EXPRESS SERVICES, INC.**

18 **Adam Y. Siegel Adam.Siegel@jacksonlewis.com**
19 **Mark Marsenovic Mark.Marsenovic@jacksonlewis.com**
20 **Arthur Escalante Arthur.Escalante@jacksonlewis.com**
21 **cc: LADocket LADocket@jacksonlewis.com**

22 **Attorneys for Diamond Baseball Holdings, LLC**

23 On the above date:

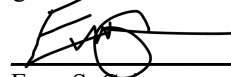
24 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
25 via email on the counsel of record listed above.

26 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
27 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
28 in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

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

Executed on July 28, 2026, at Westlake Village, California.

24 
25 _____
26 Evan S. Gaines