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Attorneys for Defendant,
DOMAIN SERVICES, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

ESQUIBEL ARIAS, an individual, on behalf of himself and all others similarly situated, Plaintiff, v. DOMAIN SERVICES, LLC, a California Limited Liability Company; and DOES 1 TO 50, Defendants.	Case No. 24CV000298 **DECLARATION OF JENNIFER E. DOUGLAS IN SUPPORT OF DEFENDANT DOMAIN SERVICES LLC'S MOTION TO ENFORCE SETTLEMENT AGREEMENT AND FOR SANCTIONS AGAINST PLAINTIFF ESQUIBEL ARIAS** Date: September 10, 2025 Time: 8:30 a.m. Place: 825 Brown Street, Department B Napa, CA 94559 Hon. Cynthia P. Smith, presiding Complaint filed: February 28, 2024 Trial Date: None

I, JENNIFER DOUGLAS, declare:

1. I am an attorney at law, duly licensed to practice before all of the courts of the State of California. I am a Partner at Dickenson Peatman & Fogarty, 520 Third Street, Suite 260, Santa Rosa, California, and one of the attorneys of record herein for Defendant DOMAIN SERVICES, LLC ("Defendant"). I am over the age of eighteen years and am not a party to this action. If called

to testify regarding the following matters, I could and would testify to the following facts based on my personal knowledge.

2. Defendant is a California limited liability company that employs vineyard, ranch and cellar workers for growers and wineries. Plaintiff ESQUIBEL ARIAS ("Plaintiff") was formerly employed as a vineyard worker for Defendant.

3. On February 28, 2024, Plaintiff filed a class action Complaint against Defendant for various alleged wage and hour claims. In response, I notified Plaintiff's counsel that Plaintiff has signed an arbitration agreement containing a class action waiver that precluded the class action claims in his Complaint.

4. On May 3, 2024, Plaintiff filed a First Amended Complaint that dropped the class action claims and added PAGA claims.

5. In July 2024, Plaintiff's counsel agreed to stay the PAGA litigation pending early mediation with an exchange of informal data, including Defendant's relevant policies and payroll data.

6. On November 21, 2024, Plaintiff and Defendant (collectively the "Parties") attended an all-day Zoom mediation with Kimerly S. Deck from Judicate West as the mediator. During the mediation, Ms. Deck represented to me and Defendant that Plaintiff was participating in the mediation with his counsel, Megan Ross and Hannah Becker of the Melmed Law Group P.C.

7. Following mediation, each of the Parties and their respective counsel signed a binding Memorandum of Understanding (MOU) effective December 18, 2024. The MOU resolved both the representative and individual PAGA claims asserted by Plaintiff. All Parties were represented by counsel during mediation and during subsequent settlement discussions pertaining to the MOU and a formal long-form settlement agreement. A true and correct copy of the signed MOU is attached hereto as Exhibit 1.

8. On December 23, 2024, counsel for Plaintiff sent me a draft of the long-form settlement agreement based on the terms of settlement in the MOU. Between December 23, 2024, and February 14, 2025, I corresponded with counsel for Plaintiff regarding terms for inclusion in the long-form settlement agreement. In particular, Plaintiff sought to resolve additional grievances

that he had against Defendant beyond those that were included in the Complaint or First Amended Complaint, and beyond those that were resolved at mediation. Defendant made an offer to resolve these additional claims, but the offer expired on February 14, 2025, without acceptance by Plaintiff. On February 14, 2025, I informed Plaintiff's counsel that because the offer had expired, Plaintiff should proceed with the long-form settlement agreement as is.

9. On February 18, 2025, the Parties filed a Joint Case Management Conference (CMC) Statement, in which the Parties represented to the Court that the parties signed a binding MOU containing the settlement terms following mediation, and the Parties only needed additional time to finalize a formal settlement agreement for Court approval. A true and correct copy of the Joint CMC Statement is attached hereto as Exhibit 2.

10. On March 3, 2025, Plaintiff submitted his letter of resignation to Defendant.

11. On March 5, 2025, the Parties attended a Case Management Conference at which Plaintiff again represented that the Parties had resolved the claims and were working on a long-form settlement agreement.

12. On March 27, 2025, Defendant received notice of a motion from Plaintiff's counsel to be relieved as counsel for Plaintiff.

13. On April 21, 2025, I received a Substitution of Counsel form notifying Defendant of Plaintiff's new counsel, Mr. Jose M. Herrera and Mr. Matthew A. Haulk of Haulk & Herrera LLP. On the same day I spoke with Mr. Herrera regarding the status of the case. I also sent an e-mail to Mr. Herrera including as attachments the signed MOU and Defendant's redlines to the long-form settlement agreement prepared by Plaintiff's prior counsel.

14. On May 30, 2025, I spoke with Mr. Herrera regarding the long-form settlement agreement. Mr. Herrera represented that Plaintiff was not satisfied with his allocation of settlement funds and that Plaintiff sought to reallocate funds in the existing settlement so that more money would go directly to Plaintiff.

15. On June 13, 2025, I received two separate settlement agreements in draft from Mr. Haulk: one for resolution of the wage and hour PAGA claims pursuant to the First Amended Complaint, and one for resolution of Plaintiff's extraneous claims against Defendant. The settlement

agreements significantly reapportioned settlement funds so that more money would be received directly by Plaintiff. I responded to Mr. Haulk that such an allocation was not what the Parties agreed to in the MOU. Mr. Haulk indicated that there was substantial misunderstanding by Plaintiff with respect to the contents of the MOU and its effect. I responded that the MOU was binding.

16. On July 14, 2025, I responded to Mr. Haulk that Defendant was unwilling to agree to the terms of the revised agreements proposed by Plaintiff. Defendant instead presented an alternative offer to increase Plaintiff's representative enhancement award. Plaintiff declined this offer and indicated that the MOU is not valid or enforceable given "deficiencies" including "the circumstances of the alleged execution, its terms and conditions (including overbroad releases and illusory terms), the amount of time that has passed without the execution of a long form agreement and the amount of time that has passed without Defendant filing a Motion for Approval of the PAGA Settlement."

17. On July 15, 2025, Plaintiff propounded written discovery on Defendant including Special Interrogatories and Requests for Production.

18. On July 17, 2025, Mr. Haulk sent me a template Belaire West Notice and correspondence regarding the terms.

19. On July 18, 2025, as part of meet and confer efforts, my office sent a letter to Plaintiff's counsel outlining the basis for enforcement of the MOU and requesting Plaintiff's continued cooperation in the long-form settlement agreement. A response was requested by 5:00 p.m. on July 25, 2025, after which Plaintiff was informed that Defendant would proceed with a motion to enforce the settlement agreement pursuant to the terms of the MOU. A true and correct copy of the correspondence dated July 18, 2025 is attached hereto as Exhibit 3.

20. On July 25, 2025, after not receiving a response from Plaintiff to the correspondence sent July 18, 2025, my office sent further reminder to Plaintiff that if no response was received by 5:00 p.m. then Defendant would proceed with the motion to enforce settlement pursuant to the terms of the MOU. Plaintiff did not respond to this correspondence.

21. On July 28, 2025, my office sent correspondence to Mr. Haulk requesting an extension for Defendant to respond to Plaintiff's written discovery by thirty (30) days after the date

of the hearing for Defendant's intended motion, otherwise Defendant would need to file its motion *ex parte* to prevent from incurring unnecessary litigation expenses. Plaintiff agreed to an extension for Defendant to respond to its written discovery requests.

22. As of the date of this filing, Plaintiff has not indicated to Defendant whether he opposes Defendant's motion to enforce settlement pursuant to the terms of the MOU. Furthermore, Plaintiff has not provided any response indicating that he will cooperate regarding the long-form settlement agreement.

23. As a direct result of Plaintiff's refusal to comply with the MOU and cooperate in good faith with the preparation of a long-form settlement agreement, Defendant has incurred the following in legal fees: Angela A. Nelson is an Associate at DP&F who has been practicing law since 2018 and her hourly rate, at all relevant times herein, is $420 per hour. I have reviewed her work and time entries in connection with the instant Motion. She spent 13.5 hours researching the law and drafting this Motion and supporting documents, for a total of $5,670. I have been practicing law since 1994 and my hourly rate, at all relevant times herein, is $675 per hour. I spent 1.3 hours reviewing and editing the papers on this Motion and supporting documents, for a total of $877.50. Accordingly, the total fees and costs (including the $60 filing fee) incurred by Defendant in connection with this Motion are at least $6,607.50 so far, which does not include the time that will be necessary to review any opposition, prepare a reply, and prepare and appear for hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 8, 2025 at Santa Rosa, California.

Jennifer Douglas

EXHIBIT 1

Memorandum of Understanding ("MOU")
Esquibel Arias v. Domain Services, LLC
Superior Court for the County of Napa
Case Number 24CV000298

1. This is a settlement of a wage-and-hour representative action brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") entered into between **(1)** Plaintiff Esquibel Arias ("Plaintiff"), individually and in his representative capacity as a private attorney general on behalf of the State of California; and **(2)** Defendant Domain Services, LLC ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties." All terms in this MOU are subject to Court approval.

2. The "PAGA Settlement Class" is defined as: *all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period.* The "PAGA Period" is defined to mean the period from February 28, 2023, through the the date of court approval of the settlement. Defendant represents that the PAGA Settlement Class consists of approximately 230 employees that worked a total of approximately 8,931 pay periods during the PAGA Period, excluding pay periods of non-work time including, but not limited to: vacation, holiday, sick, and leave time.

3. The non-reversionary Gross Settlement Amount ("GSA") is **$107,172.00** to be paid by Defendant in full settlement of the claims described below. The Parties agree to deductions from the GSA on the following terms:

    a. Defendant will not object to a request for attorneys' fees by Plaintiff's counsel of up to one-third of the GSA.

    b. Defendant will not object to reimbursement of Plaintiff's counsel's actual out-of-pocket costs from the GSA.

    c. Defendant will not object to a request for a representative enhancement award to Plaintiff in the amount of up to $5,000.00. In exchange for the enhancement award, the long-form settlement agreement shall contain a release of any and all wage and hour claims by Plaintiff, excluding any non-wage claims, and including a waiver of claims pursuant to Civil Code section 1542 and as further consideration, Plaintiff shall confirm in a separate writing that he is voluntarily resigning his employment as of the date of the execution of this Agreement.

    d. The Parties agree that reasonable settlement administration costs will be deducted from the GSA and the Parties agree that Simpluris, Inc., Phoenix Settlement Administrators, and CPT Group, Inc. are mutually acceptable settlement administrators.

    e. The Parties agree that the remaining portion of the GSA, after deductions, will be allocated to PAGA penalties. Of this amount, 75% shall go to the State of California, and 25% shall be distributed to the PAGA Settlement Class based on the proportional number of pay periods worked by each PAGA Settlement Class member during the PAGA Period. For tax purposes, the Parties agree that 100% of each PAGA Settlement Class members' individual payment amount shall constitute penalties and interest (and each PAGA Settlement Class member will be issued an IRS Form 1099 for such payment to him or her).

4. The Parties will work together in good faith to prepare, finalize, and execute a formal, long-form settlement agreement within 30 days from the date the Parties sign this MOU. Defendant agrees to not oppose Plaintiff's Motion for PAGA Approval to the extent it comports with this MOU and the long-form settlement agreement.

5. Plaintiff, individually and in his representative capacity as a private attorney general on behalf of the State of California, will release the Released Parties of the Released Claims, defined as follows:

    a. The "Released Parties" is defined to mean Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

    b. The "Released Claims" is defined to mean those claims arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the PAGA Period, including but not limited to claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210);

(11) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(12)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

6. If the number of pay periods worked by the Aggrieved Employees is greater than 10% above that estimated by Defendant(s) (8931 x 10% = 9824 total), when taking into account the removal of nonworking pay periods reflecting vacation, sick, holiday or leaves of absence, then Defendant will have the option to either increase proportionately for each additional pay period worked above 9824 or use the date upon which pay periods reach 9824 as the effective date of the release of claims with no increase of GSA. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

7. Any funds associated with uncashed checks shall be distributed pursuant to California to Code of Civil Procedure section 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed.

8. Notwithstanding anything else contained herein, this MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a). Regardless of any settlement privilege or other rules of evidence, this MOU may be admitted in Court and enforceable even if a finalized settlement document cannot be agreed upon.

9. Neither this MOU, nor any final form of the settlement agreement, will constitute an admission by Defendant of any form of liability or allegation against it.

10. The Parties agree that this MOU is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement.

11. The Parties agree that the formal settlement agreement will contain an integration clause.

Docusign Envelope ID: 39A57456-1D03-436E-8185-08C25DBB6072

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: 12/11/2024

DocuSigned by:
Esquibel Yanez Arias
E444444B1117449...
Esquibel Arias
Plaintiff and Private Attorney General

DEFENDANT:

Dated: 12/18/2024

Domain Services, LLC

By: Cory Empting

Title: Manager

APPROVED AS TO FORM BY COUNSEL

PLAINTIFF'S COUNSEL:

Dated: 12/11/2024

Melmed Law Group P.C.

Jonathan Melmed
Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

Dated: December 19, 2024

Dickenson Peatman & Fogarty

Jennifer E. Douglas
Attorneys for Defendant

EXHIBIT 2

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
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Attorneys for Plaintiff and the Putative Class

[*Additional Counsel on Following Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

ESQUIBEL ARIAS, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

v.

DOMAIN SERVICES, LLC., a California Limited Liability Company; and DOES 1 TO 50,

Defendants

Case Number: 24CV000298

Joint Case Management Statement

Hearing Date: March 5, 2025 2024
Hearing Time: 8:30a.m.
Dept. A

Complaint Filed: February 29, 2024
Trial Date: None Set

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Angela Nelson, SBN 324445
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Facsimile: (707) 340-7239

Attorneys for Defendant Domain Services, LLC.

JOINT CASE MANAGEMENT STATEMENT

Having met and conferred, Plaintiff Esquibel Arias ("Plaintiff") and Defendant Domain Services, LLC. ("Defendant") (collectively, the "Parties"), report as follows:

1. On February 29, 2024, Plaintiff filed his initial class action complaint ("Complaint") in the Napa County Superior Court, wherein he alleged, on behalf himself and of all other similarly situated employees, causes of action against Defendant for: **(1)** failure to pay all minimum wages, **(2)** failure to pay all overtime wages, **(3)** failure to provide rest periods and pay missed rest period premiums, **(4)** failure to provide meal periods and pay missed meal period premiums, **(5)** failure to maintain accurate employment records, **(6)** failure to pay wages timely during employment, **(7)** failure to pay all wages earned and unpaid at separation, **(8)** failure to indemnify all necessary business expenditures, **(9)** failure to furnish accurate itemized wage statements, and **(10)** violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

2. On February 29, 2024, Plaintiff filed a letter with the Labor and Workforce Development Agency (the "LWDA") notifying the LWDA of the Labor Code violations alleged in this case and of Plaintiff's intent to include representative claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") on behalf of a group of aggrieved employees in this case.

3. On May 3, 2024, Plaintiff filed a First Amended Complaint solely alleging PAGA violations.

4. The Parties mediated the case on resolved the case in mediation on November 21, 2024 and a binding Memorandum of Understanding ("MOU") containing the settlement terms was signed by all parties effective December 18, 2024.

5. The Parties are finalizing the formal settlement agreement for which Plaintiff will submit to the Court for approval.

6. The Parties request that the Case Management Conference be continued approximately ninety (90) days to allow Plaintiff time to file the motion for approval of the settlement.

Dated: February 18, 2025

MELMED LAW GROUP P.C.

Meghan Higday

MEGHAN HIGDAY
EMILY HORRIGAN
Attorneys for Plaintiff and the Putative Class

Dated: February 18, 2025

DICKENSON, PEATMAN & FOGARTY

/s/ Jennifer E. Douglas

JENNIFER E. DOUGLAS
ANGELA NELSON
Attorneys for Defendant Domain Services, LLC.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF NAPA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, California 90067.

I declare that on the date hereof, February 18, 2025, I served the foregoing document(s) described as:

JOINT CASE MANAGEMENT STATEMENT

By causing a true copy to be sent to the following individuals and/or parties:

DICKENSON PEATMAN & FOGARTY
Jennifer Douglas
jdouglas@dpf-law.com
Angela Nelson
anelson@dpf-law.com
Kelly Mortensen
kmortensen@dpf-law.com
Melissa Culp Granillo
mgranillo@dpf-law.com
1500 First Street, Suite 200
Napa, CA 94559

[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 18, 2025, in Los Angeles, California.

Jackie H.
Jackie Hernandez

EXHIBIT 3

JENNIFER E. DOUGLAS
jdouglas@dpf-law.com

ANGELA A. NELSON
anelson@dpf-law.com

July 18, 2025

VIA EMAIL: mhaulk@hhemploymentlaw.com
jherrera@hhemploymentlaw.com

Matthew A. Haulk
Jose M. Herrera
Haulk & Herrera LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111

Re: Enforcement of MOU Meet and Confer

Dear Mr. Haulk and Mr. Herrera:

As we have discussed, this matter is settled. The parties participated in a mediation, which was followed by a binding Memorandum of Understanding (MOU). Mr. Arias was represented by counsel both during the mediation and with regard to the subsequent MOU, which was signed by him individually as well as by his counsel. Mr. Arias's attempt to side-step this settlement in order to line his own pockets is plainly an exercise in bad faith, and my client will not engage in needless further litigation of this matter.

We will file a motion for a judgment enforcing the terms of the MOU pursuant to California Code of Civil Procedure section 664.6 by August 1, 2025. If your client opposes the motion, we will seek sanctions against both Mr. Arias and your law firm. Please advise **by 5:00 p.m. PST on July 25, 2025** whether your client will oppose the motion. If we do not hear from you by that date, we will proceed with the motion and a request for sanctions.

As stated explicitly in Paragraph 8 of the MOU:

> "Notwithstanding anything else contained herein, this MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a). Regardless of any settlement privilege or other rules of evidence, this MOU may be admitted in Court and enforceable even if a finalized settlement document cannot be agreed upon."

Under section 664.6, if there is a writing signed by the parties for settlement of the case, the court may enter a judgment pursuant to the terms of the settlement. Here, the MOU stands as a writing signed by the parties for the settlement of the case. The MOU contains all of the necessary terms for settlement to be enforced. That said, the parties left some terms out of the MOU that could be put in the long-form settlement agreement. It would be in your client's interest to proceed with the long-form settlement agreement that was being finalized before Mr. Arias changed counsel, as the MOU does not provide Mr. Arias with a representative enhancement award of up to $5,000. Thus, Mr. Arias stands to lose up to $5,000 by walking away from the long-form settlement agreement. In contrast, he stands to lose much more than that in attorneys' fees and sanctions by opposing the MOU, not to mention re-litigating a case that was already settled and has an attorney's lien on file.

Mr. Arias has presented no tenable, legal reason for his rejection of the MOU. His only objection to date had been to his apportionment of the settlement, despite his agreement at the time that the MOU was signed. What Mr. Arias fails to appreciate is that his claims were ostensibly brought to represent a class of aggrieved employees under PAGA, so the settlement that was made for the aggrieved employees cannot be used as leverage for personal gain. There is no legitimate basis to set aside the MOU, and if Mr. Arias continues to waste time and resources in an attempt to extract further money from my client, we will seek sanctions for such bad faith practices including under CCP sections 128.5 and 128.7.

We do hope to resolve this situation amicably. Attached is the long-form settlement drafted by Plaintiff's counsel with revisions. Please review and sign the agreement **before July 25, 2025** so that we can proceed with resolution of the matter. Otherwise, we will proceed with the motion under section 664.6 and request for sanctions.

Sincerely,

DICKENSON, PEATMAN & FOGARTY PC

Angela A. Nelson

JED:aan

Encl.

PROOF OF SERVICE

I, the undersigned, certify that I am over age 18, and am not a party to this action, and am employed in the County of Sonoma, California. My business address is 520 Third Street, Suite 260, Santa Rosa, CA 95401.

On the date indicated below, I served the following document:

DECLARATION OF JENNIFER E. DOUGLAS IN SUPPORT OF DEFENDANT DOMAIN SERVICES LLC'S MOTION TO ENFORCE SETTLEMENT AGREEMENT AND FOR SANCTIONS AGAINST PLAINTIFF ESQUIBEL ARIAS

on the person(s) below, as follows:

MATTHEW A HAULK ESQ JOSE M HERRERA ESQ HAULT & HERRERA LLP 100 PINE ST STE 1250 SAN FRANCISCO CA 94111 mhaulk@hhemploymentlaw.com jherrera@hhemploymentlaw.com (415) 745-3301 fax	*Attorneys for Plaintiff*

( ) PERSONAL SERVICE. I personally delivered the document(s) to the person(s) at the address(es) listed above. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

( ) U. S. MAIL. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

( ) BY OVERNIGHT DELIVERY. I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

(XX) BY ELECTRONIC SERVICE. I caused a copy of the document(s) to be sent to the person(s) at the electronic notification address(es) listed above pursuant to CCP §1010.6. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 8, 2025 at Cloverdale, California.

/s/ Kelly J. Mortensen
Kelly J. Mortensen