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Attorneys for Plaintiff Albert Tsaton,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT TSATON, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

SOUTH PARK DOGGIE, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 24STCV16542

Assigned to the Hon. Theresa M. Traber,
Dept. 47

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

[Filed Concurrently: Request for Dismissal;
Order]

Complaint Filed: July 3, 2024

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 Albert Tsaton (“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 July 3, 2024, Plaintiff filed the instant Action seeking penalties on a representative
7 basis, on behalf of himself and all “aggrieved employees,” for South Park Doggie, Inc. (“Defendant”)
8 violations of California Labor Code and the Private Attorneys General Act of 2004 (“PAGA”),
9 codified as § 2698, *et seq.*, by failing to pay all minimum and overtime wages earned, to pay all meal
10 and rest period premiums, overtime wages, vacation wages, and sick pay wages due, to provide meal
11 and rest periods, or compensation in lieu thereof, to issue complete and accurate wage statements,
12 and to timely pay all wages due at separation of employment. The alleged violations occurred when
13 Plaintiff worked for Defendant in Los Angeles County, California.

14 3. Following conversations with Defendant’s counsel, my office has ascertained that
15 Plaintiff’s claims are quite individual. Furthermore, liability is disputed. This determination is based
16 on information provided by Defendant’s counsel through discussions in this matter.

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

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

24 6. No notice is required to be given to the aggrieved employees because no notice of the
25 pending Action was ever given; there has been no publicity of which the Parties are aware; neither
26 Plaintiff nor my office have communicated with any absent aggrieved employees about the Action;
27 there is no other pending action, of which the Parties are aware, brought by any aggrieved employee;
28

1 and the aggrieved employees are not reasonably ascertainable at the present time; consequently, no
2 absent aggrieved employee will suffer prejudice as a result of this dismissal.

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

6 8. Concurrent with the filing of this Request for Dismissal, Plaintiff has submitted the
7 Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). Attached as
8 **Exhibit B** is a true and correct copy of the upload confirmation.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct and was executed on December 10, 2024, at Westlake Village, California.

11
12 
13 EVAN S. GAINES

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between Albert Tsaton (“Tsaton” or “Plaintiff”) and South Park Doggie, Inc. (“SPD” or “Defendant”). Tsaton and SPD are collectively referred to herein as the “Parties” or individually as a “Party.” Certain disputes, claims and alleged causes of action have existed by and between the Parties and arose out of and are related to Tsaton’s employment relationship with SPD.

WHEREAS, on April 29, 2024, Plaintiff filed a notice with the Labor Workforce Development Agency (“LWDA”) of the factual and legal bases for the labor law violations alleged in his complaint;

WHEREAS, on July 3, 2024, Plaintiff filed a Representative Action Complaint in the Superior Court for the State of California for the County of Los Angeles, Case No. 24STCV16542, (the “Action”), individually, and on behalf of all aggrieved employees, seeking penalties pursuant to Labor Code section 2699(f) for alleged violations of Labor Code sections 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, and 1194, and penalties pursuant to Labor Code section 2699(a) for alleged violations of California Labor Code 226.3 and 558;

WHEREAS, the Parties desire now to settle completely and for all time any and all disputes or differences between them regarding any claims related to Plaintiff’s employment relationship with SPD and the circumstances attendant thereto;

NOW THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants herein contained, the Parties agree as follows:

1. **Consideration.** In exchange for Plaintiff’s execution of this Agreement, and the undertakings set forth herein, and following receipt of executed forms W-4 and W-9 from Plaintiff and form W-9 from his Counsel, GAINES LAW CORPORATION, SPD shall transmit to Plaintiff a payment of [REDACTED] (“Settlement Payment”) as follows:

2. **Condition Precedent.** As condition precedent to SPD’s payment obligations arising under this Agreement, Plaintiff must dismiss his Representative Action Complaint (as set forth as the “Action” above) with prejudice as to Plaintiff’s individual claims, including the individual portion of Plaintiff’s PAGA claim, and without prejudice as to the PAGA representative claims. If Plaintiff is unable to successfully accomplish the aforementioned dismissal, then the settlement becomes voidable by either Party.

3. **Method of Payment.** Provided Plaintiff has executed this Agreement, returned the fully executed Agreement to counsel for SPD, provided counsel for SPD with properly executed IRS Forms W-9 and IRS Form W-4, as set forth in Section 1, and filed the dismissal, as set forth in Section 2, SPD shall pay the Settlement Payment to Plaintiff as follows:

Disbursement 1

- (i) Within thirty (30) days after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall issue a payroll check in the amount of [REDACTED] less all applicable taxes and withholdings, made payable to “Albert Tsaton” (“Wage Check”). SPD shall issue an Internal Revenue Service (“IRS”) Form W-2 to Plaintiff for the payment specified in this Section. Plaintiff agrees that this payroll check is intended to compensate Plaintiff for alleged lost wages for which Plaintiff sought recovery.
- (ii) Within thirty (30) days after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall also issue a check in the amount of [REDACTED] made payable to “Albert Tsaton” (the “Initial Check 1”). This payment will be reflected on IRS Form 1099.
- (iii) Within thirty (30) days after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall also issue a check in the amount of [REDACTED] made payable to “GAINES LAW CORPORATION” (the “Initial Check 2”). This payment will be reflected on IRS Form 1099.

Disbursement 2

- (iv) Within 30 days after the issuance of Initial Checks 1 and 2 and after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall issue a check in the amount of [REDACTED] payable to “GAINES LAW CORPORATION” (the “Second Payment 1”). This payment will be reflected on IRS Form 1099.
- (v) Within 30 days after the issuance of Initial Checks 1 and 2 and after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall issue a check in the amount of [REDACTED] payable to “Albert Tsaton” (the “Second Payment 2”). This payment will be reflected on IRS Form 1099.

Disbursement 3

- (vi) Within 30 days after the issuance of Second Payments 1 and 2 and after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall issue a check in the amount of [REDACTED] payable to “GAINES LAW CORPORATION.” This payment will be reflected on IRS Form 1099.
- (vii) Within 30 days after the issuance of Second Payments 1 and 2 and after Plaintiff has fulfilled the obligations set forth in Sections 1 and 2, above, SPD shall issue a check in the amount of [REDACTED]

██████████ payable to “Albert Tsaton.” This payment will be reflected on IRS Form 1099.

All Settlement Payment checks shall be mailed to the following address:

Gaines Law Corporation
4550 E Thousand Oaks, Blvd, Suite 100
Westlake Village, CA 91362

4. Tax Liability. Plaintiff agrees that he shall be liable for the payment of all federal, state and local taxes which may be due by him as the result of the consideration received in the Settlement Payment described above, and that such Settlement Payment is made for the settlement of disputed claims as set forth herein. Plaintiff represents that he shall pay such taxes at the time and in the amount required by law. Plaintiff understands that Defendant makes no representations regarding tax liability, and Plaintiff agrees fully to defend, indemnify and hold Defendant, and each of its divisions, affiliates, parents, subsidiaries and operating companies, and its respective current and former officers, directors, employees, agents, contractors, attorneys, and affiliates of each of them, harmless from any liability for payment of taxes, penalties, withholding obligations and interest that are required of him by any government agency at any time as the result of the payment of the consideration set forth herein.

5. Sufficiency of Consideration. Plaintiff acknowledges and agrees that the consideration provided by SPD to him pursuant to this Agreement (including but not limited to Sections 1 and 3) constitutes good and valuable consideration for the general release and the other promises and terms in this Agreement. Plaintiff understands and agrees that he is not eligible for or entitled to any other benefit or consideration from SPD, except as provided in this Agreement. Plaintiff agrees that the amount paid to his attorneys is reasonable and subject to a fee agreement with his attorneys to which SPD is not privy.

6. Release. In exchange for the promises contained in this Agreement, Plaintiff individually and on behalf of Plaintiff's successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and each of them, voluntarily, irrevocably, and unconditionally releases, acquits, and forever discharges SPD, and any of its present and former parents, subsidiaries, affiliates, officers, directors, trustees, employees, former employees, agents, representatives, attorneys, and insurers, and/or any of its predecessors, successors and assigns, and each of them (collectively with SPD as the “Releasees”), from any and all individual 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, which Plaintiff now has, owns, holds, or claims to have, own, or hold, or may have had, owned, or held, or may claim to have, own, or hold against the Releasees, or any of them, regarding events that have occurred in connection with or related to Plaintiff's employment with SPD or cessation of employment with SPD, or any acts or inactions of the Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, or through any related claim or Complaint, Cross-Complaint, or Cross-Action of any kind, 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, penalties under the Private Attorneys General Act sections 2698, *et seq.*, and any amendments to any of these statutes, and any other federal, state or local statute, ordinance, regulation or common law. In the event, any of the claims subject to this paragraph cannot be released, any language purporting to release such claims shall be stricken from the remainder of this paragraph and shall not affect or invalidate the release of any other claim that can be released pursuant to law.

Section 1542 Waiver. Plaintiff voluntarily waives the provisions, rights, and benefits of Section 1542 of the California Civil Code and of any law, regulation or provision of any code of civil procedure of any other jurisdiction which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which 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.

Plaintiff warrants that he has read and understands the aforesaid language and acknowledges that he is waiving claims both known and unknown. He further warrants that he has had the opportunity to consult with counsel regarding its meaning and effect and that he voluntarily waives its provisions, rights, and benefits and those of any other law, regulation or provision of any code of civil procedure of like effect.

7. **Confidentiality and Non-Disclosure.** Plaintiff agrees that he will not without compulsion of legal process, disclose to any third party any of the terms of this Agreement, including the amounts referred to herein, except that he may disclose such information to his spouse, accountants or other professional advisors to whom disclosure is necessary, and to the Los Angeles County Superior Court in connection with the dismissal of this Action if the court requires such disclosure. Plaintiff agrees that, in connection with any disclosure permitted hereunder, he shall cause such third party to whom disclosure has been made to agree to comply with this covenant of confidentiality and non-disclosure and, in the event such third party breaches this covenant of confidentiality and non-disclosure, such breach shall be deemed to have been committed by Plaintiff. If asked, Plaintiff will respond to requests for information regarding the terms of this Agreement or the matters referenced herein by stating only that “the matter has been resolved and the resolution is confidential.” Plaintiff shall not publish or communicate to any person or entity, or direct or assist others to publish or communicate, including on any social media or internet platforms, to any person or entity, any remarks, comments or other “posts” on any

internet platform and/or social media including but not limited to Facebook, snapchat, Instagram, YouTube or other platform concerning Releasees, the Action or the settlement thereof.

Any breach by Plaintiff of this Section shall be considered a material breach of this Agreement and the Parties acknowledge that SPD deems confidentiality a material condition of this Agreement, absent which it would not have agreed to the terms set forth herein. Nothing in this paragraph 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.

The Parties agree that a breach of this confidentiality paragraph would constitute irreparable harm to SPD and that, in the event of any breach of this paragraph, SPD may obtain an injunction prohibiting future breaches. In addition, the Parties agree that any breach of confidentiality as defined in this Section, and any breach of the provision referenced in Section 8(b) (Non-Disparagement) of this Agreement, shall result in liquidated damages paid by Plaintiff to SPD in the amount of One Thousand Dollars (\$1,000) per proven breach. In addition, any breach of the provision referenced in Section 8(c) (Non-Disparagement) of this Agreement, shall result in liquidated damages paid by SPD to Plaintiff in the amount of One Thousand Dollars (\$1,000) 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 these provisions.

8. Non- Disparagement.

- (a) Nothing in this paragraph shall prevent Plaintiff or Defendant from testifying truthfully in response to a question posed to them during the course of a deposition, trial, or arbitration, even if the response is negative, detracting, or unfavorable.
- (b) Plaintiff agrees and promises he will not undertake any harassing or disparaging conduct directed at Defendant and/or any of its managers, supervisors, or employees, and that Plaintiff will refrain from making any negative, detracting, derogatory, or unfavorable statements about Defendant or any of its managers, supervisors, or employees. Plaintiff further agrees he will not defame or disparage Defendant and shall not say or do anything that damages or impairs in any way the business organization, goodwill, and/or reputation of Defendant (including Defendant's current and former employees). Plaintiff also shall not publish or communicate to any person or entity, or direct or assist others to publish or communicate, including on any social media or internet platforms, to any person or entity, disparaging remarks, comments, or statements concerning Releasees.
- (c) SPD agrees that it will not defame or disparage Plaintiff and shall not say or do anything that damages or impairs in any way his reputation.
- (d) Any breach of this Paragraph by any of the Parties shall be considered a material breach of this Agreement, and each of the Parties acknowledges that non-disparagement is a material condition of this Agreement, absent which they would not have agreed to the terms set forth herein.

9. 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, Plaintiff's lawsuit or this Agreement absent a Court Order to do so. Plaintiff agrees to notify Defendant in the event that any outside entity attempts to subpoena any of the documents relating to this case.

10. Agreement Not to Seek Future Employment with Defendant. Plaintiff agrees that he will not seek employment for any position in the future with Defendant, or its companies, firms, subsidiaries, divisions, joint venturers, affiliates or related entities. In the event Plaintiff does apply to a position covered by this Paragraph, Defendant and Releasees are entitled to reject, with or without cause, any application for employment made by Plaintiff. Plaintiff will not be forced to resign from any company or entity for any reason related to the terms, conditions, claims or releases in this Agreement.

11. Neutral Reference. Defendant's response to any inquiry by a third party regarding Plaintiff will be limited to the dates of Plaintiff's employment and job title.

12. 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.

13. 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 him by his attorneys; the terms of this Agreement are fully understood and voluntarily accepted by him; he knowingly and voluntarily intends to be legally bound by the same; and he is releasing SPD and Releasees from any and all claims he may have against them.

14. 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.

15. Entire Agreement. The Parties understand and agree that this Agreement constitutes 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.

16. Covenant Not to Sue. Except for the obligations created by this Agreement, 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 Defendant or Releasees and/or execute or enforce any judgment against Defendant 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 his employment with Defendant or the cessation of his employment, or any acts of Defendant 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 6, without repercussion or recourse. Plaintiff further agrees that he will not voluntarily cooperate in any investigation or prosecution of any claim or action against Defendant or Releasees by any person, or current, future or former employee of Defendant or Releasees.

17. Governing Law. This Agreement shall be governed by and conformed in accordance with the laws of the State of California.

18. Non-Admission. This Agreement, and compliance with this Agreement, shall not be construed as an admission of liability on the part of any Party. Such liability being expressly denied, the Parties' intent in this Agreement is to avoid litigation.

19. Agreement Drafted by Both Parties. This Agreement was drafted by Plaintiff and Defendant. The Agreement shall not be construed or interpreted against one party as the drafting party.

20. Modifications. This Agreement may be changed only by an agreement in writing signed by Plaintiff and Defendant.

21. Interpretation of 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.

22. Enforcement/Subsequent Litigation. If necessary, any of the Parties may bring suit in the California state courts located within Los Angeles County to enforce the rights and obligations contained in this Agreement.

23. Use of Evidence. The Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement or as a defense to any claim, administrative action, and/or lawsuit brought by any party. Other than these exceptions, the Parties agree that this Agreement will not be introduced as evidence in any proceeding or in any lawsuit, unless required by the Los Angeles County Superior Court in connection with the dismissal of this Action.

24. 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.

25. 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.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Confidential Settlement Agreement and Release of All Claims as of the date set forth below.

ALBERT TSATON

Dated: 12 / 05 / 2024

By  _____
Albert Tsaton

SOUTH PARK DOGGIE, INC.

Dated: _____

By _____
Gary Khachatryan

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IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Confidential Settlement Agreement and Release of All Claims as of the date set forth below.

ALBERT TSATON

Dated: _____

By _____
Albert Tsaton

SOUTH PARK DOGGIE, INC.

Dated: 12/9/2024

By  _____
ID: fp0q0D6tqMBJiZpaYeCvVXe0
Gary Khachatryan

EXHIBIT B

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 December 10, 2024, I served the foregoing document described as **DECLARATION OF EVAN S.**
5 **GAINES IN SUPPORT OF REQUEST FOR DISMISSAL** on the interested parties in this action by placing a true
6 copy thereof enclosed in sealed envelopes addressed as follows:

7 **Edgar Martirosyan, Esq.**
8 **MPC Legal**
9 **601 S. Glenoaks Blvd., Suite 201**
10 **Burbank, CA 91502**

11 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
12 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
13 and processing correspondence for mailing. It is deposited with United States postal service on that same
14 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
15 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
16 mailing in affidavit.

17 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
18 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
19 authorized carrier or driver authorized by the express carrier to receive documents.

20 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
21 via email pursuant to an agreement between counsel on the counsel of record listed above.

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

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

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

27 Executed on December 10, 2024, at Westlake Village, California.

28 

EVAN S. GAINES