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Attorneys for Plaintiff Nelson Vazquez,
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 EL DORADO

NELSON VAZQUEZ, on behalf of himself
and all others similarly situated and on behalf
of the general public,

Plaintiff,

v.

CAL.NET BROADBAND, a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 24CV1312

Assigned to the Hon. Michael H. Friel,
Dept. 10

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

[Filed Concurrently: Request for Dismissal;
Order]

Complaint Filed: June 20, 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 Nelson Vazquez (“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 June 20, 2024, Plaintiff filed the instant Action as a class action on behalf of
7 himself and all others similarly situated and on behalf of the general public, against Cal.Net
8 Broadband (“Defendant”) violations of California Labor Code by failing to pay all meal and rest
9 period premiums, overtime wages, vacation wages, and sick pay wages due; to provide meal and rest
10 periods, or compensation in lieu thereof; to issue complete and accurate wage statements; and to
11 timely pay all wages due at separation of employment. The alleged violations occurred when Plaintiff
12 worked for Defendant in El Dorado County, California.

13 3. On September 11, 2024, Plaintiff filed his First Amended Complaint that dismissed
14 the class action claims, alleged claims on an individual basis only, as well as alleged an additional
15 cause of action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), codified as Labor
16 Code § 2698, *et seq.* for violations of Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 227.3, 246,
17 510, 512, 558, and 1194.

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

21 5. Through a mediation with respected mediator Brandon Coen, Esq. on February 5,
22 2025, the Parties have negotiated a settlement of Plaintiff’s individual claims only, and the PAGA
23 representative claims will be dismissed without prejudice, as set forth in the concurrently-filed request
24 for dismissal. Attached hereto as **Exhibit A** is a true and correct redacted copy of the Parties’
25 Confidential Settlement Agreement and Release (the “Settlement Agreement”).

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

1 7. No notice is required to be given to the aggrieved employees because no notice of the
2 pending Action was ever given; there has been no publicity of which the Parties are aware; neither
3 Plaintiff nor my office have communicated with any absent aggrieved employees about the Action;
4 there is no other pending action, of which the Parties are aware, brought by any aggrieved employee;
5 and the aggrieved employees are not reasonably ascertainable at the present time; consequently, no
6 absent aggrieved employee will suffer prejudice as a result of this dismissal.

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

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

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct and was executed on February 20, 2025, at Westlake Village, California.

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18 EVAN S. GAINES
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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is made and entered into by Nelson Vazquez (“Plaintiff”), an individual on the one hand, and Cal.Net., Inc. (also doing business as Cal.Net Broadband) (“Defendant”) on the other. The Plaintiff and Defendant shall be collectively referred to herein as the “Parties,” with reference to the following facts:

On September 11, 2024, Plaintiff filed his First Amended Complaint in Sacramento Superior Court, styled *NELSON VAZQUEZ v. CAL.NET BROADBAND, a Delaware corporation, and DOES 1 through 10, inclusive*, case number 24CV1312 alleging the following causes of action: 1) FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 226.7, 227.3, 246, 510, 512, 1194, AND 1194.2); 2) FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 510, 512, 1194, and 1194.2; IWC WAGE ORDER 4-2001); 3) FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 4-2001); 4) FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e)); 5) FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203); 6) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.; 7) PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 226(a), 226.7, 227.3, 246, 510, 512, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558. All the above is collectively referred to as the “Action”.

A. Defendant denies all of Plaintiff’s allegations and denies that it has any legal or equitable responsibility for the damages, wages, penalties or other relief alleged by Plaintiff.

B. Plaintiff and Defendant desire to fully and finally compromise, settle, and release all individual claims arising out of and related to Plaintiff’s employment with Defendant, the separation of Plaintiff’s employment with Defendant, and any and all other individual lawsuits, actions, causes of action, and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement.

C. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT OF MONEY

In consideration for the execution of the general release, and agreement to the other terms of this Agreement by Plaintiff herein, Defendant will pay a gross amount of [REDACTED] to Plaintiff. The Settlement Sum will be made as follows:

- A. [REDACTED]
- B. [REDACTED]
- C. [REDACTED]

Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any party released herein.

Defendant will deliver the sums described above within thirty (30) days' notice of the Court's dismissal of the Action and upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff, (2) an executed W-9 from Plaintiff, and (3) an executed W-9 form from Gaines Law Corporation.

2. RELEASE OF ALL INDIVIDUAL CLAIMS

Plaintiff recognizes and agrees that Defendant, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff's relationship and/or employment and/or Plaintiff's separation of employment with Defendant. With the exception of Defendant's obligations under this Agreement, Plaintiff, for himself and for his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and discharges Defendant and any other person or entity associated with Defendant, present, future, or former, known or unknown, whom the Plaintiff might claim to be liable, including, but not limited to any of Defendant's parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively "Released Parties") of and from any and all individual claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against Defendant, or any of the Released Parties, including, but not limited to, any and all claims, charges, damages, losses, demands and causes of action of any kind whatsoever, fixed or contingent, and whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against the Defendant, including but not limited to any and all claims which arose out of or are in any way connected with Plaintiff's employment with or work for Defendant or

Plaintiff's separation from Defendant and which are related to or concern any law which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage, or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement ("Released Claims").

It is Plaintiff's intention that his execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Defendant existing at any time prior to and through the date of execution of this Agreement.

Because this is Plaintiff's intention, he expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California *Civil Code*. Section 1542 provides:

"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."

It is also understood and agreed by Plaintiff that this Release expressly includes settlement of his claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that he shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and he expressly agrees that he shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendant under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Defendant, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending Workers' Compensation claims.

To the fullest extent permitted by law, Plaintiff agrees that he will not institute or initiate any action, administrative action, grievance, or other suit against the Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through this Agreement.

In the event that Plaintiff is a party to, or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Plaintiff agrees that his claims shall be dismissed or class membership terminated immediately upon presentation of this Agreement, and Plaintiff shall promptly execute any papers necessary to achieve this end.

3. TAX LIABILITY

Defendant's payment to Plaintiff described above in paragraph 1 represents a compromise of Plaintiff's claims against Defendant. Plaintiff shall be solely liable for and pay any and all taxes or withholdings that he may owe, to the extent applicable.

4. CONFIDENTIALITY

a. The Parties hereby state, represent, warrant, and agree that the terms and conditions of this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. The Parties agree that they will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein and/or any injunctive relief provided as consideration for the Agreement. The Parties further agree that, except as provided in this paragraph, they will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Defendant, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiff has received a payment in any amount from Defendant as a result of this Agreement. Upon inquiry, the Parties shall respond in substance by stating only that "this matter has been resolved." The Parties expressly agree that they have received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, the Parties may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. The Parties may also communicate the terms of this Agreement to their legal counsel, spouse (if applicable), tax advisors and accountants, provided that they first advise them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement.

b. Plaintiff also agrees that he will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation, and/or prosecution of any other charges, complaints, petitions, or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendant or any other party released herein is named as a defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order.

5. NON-DISPARAGEMENT

Plaintiff further represents that he will not, either orally or in writing, make defamatory or otherwise injurious statements concerning Defendant (including Defendant's employees). This provision is a material, essential and indispensable condition of this Agreement. Nothing in this paragraph or this Agreement prohibits Plaintiff from disclosing factual information related to an act of sexual assault, an act of sexual harassment, an act of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

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6. LIQUIDATED DAMAGES

Plaintiff understands that Paragraphs 4 and 5, above, are essential to this Agreement and that, in the event of a breach of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by each of them that, in the event of a breach by Plaintiff, of Paragraphs 4 or 5, Defendant will be awarded \$2,500 per violation as damages and not as a penalty. The prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in recovering these damages.

7. WAGES AND COMPENSATION

For purposes of settlement, Plaintiff warrants and affirms, under penalty of the laws of perjury, that with the execution of this Agreement, he has timely and properly reported all time that Plaintiff worked for Defendant and that he has received all disputed wages and compensation due to his on account of his relationship with Defendant, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, premiums, and any other payment due to Plaintiff because of his employment with Defendant.

8. EMPLOYMENT RELATIONSHIP CONCLUDED

Any employment relationship between Plaintiff and Defendant has ended, and the issuance of a check as part of this Agreement, does not, for any reason, re-establish Plaintiff's status as an employee of Defendant.

9. REFERENCES

Defendant agrees that upon request by a third party wishing to inquire as to Plaintiff's former employment with Defendant, Defendant will provide only the dates worked and the last position held. Plaintiff will instruct all inquiring entities to direct such inquiries only to Defendant's Human Resources Department. Representations by any other individuals shall not be those of the Defendant and will not constitute a breach of this provision.

10. PERIOD FOR REVIEW AND CONSIDERATION OF AGREEMENT

Plaintiff confirms that he has been given twenty-one (21) days to review and consider this Agreement before signing it. Plaintiff understands that he may use as much or as little of this period as he wishes prior to signing the Agreement.

12. VOLUNTARY EXECUTION

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

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13. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. ASSIGNMENT OF CLAIMS

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendant against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

15. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, and its respective legal successors, heirs, administrators, executors, assigns and each of them.

17. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

18. NON-ADMISSION OF LIABILITY

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendant is providing him with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendant.

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19. JOINT DRAFTING

Plaintiff and Defendant agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

20. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each party shall bear their own attorneys' fees and costs.

21. ENFORCEMENT OF AGREEMENT

If a dispute arises under this Agreement in which one party seeks to enforce its rights, the prevailing party shall be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

22. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

23. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES

Plaintiff signs this Agreement without reliance upon any representation by Defendant outside of the terms of this Agreement, and Plaintiff has carefully read this Agreement and signs the same of his own free will. A signed facsimile/electronically signed and/or transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement.

24. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of California.

25. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

26. ADMISSIBILITY OF AGREEMENT

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

27. MODIFICATION

This Agreement may not be amended, except in writing signed by the Parties hereto.

29. MEDICARE AND SOCIAL SECURITY LIENS AND BENEFITS

Plaintiff affirms that he has not applied for or received any Social Security Disability Benefits during his employment with Defendant, or as a result of his separation from Defendant. This Agreement is based upon a good faith resolution of a disputed claim. The Parties have not shifted responsibility for medical treatment to Medicare, a Medicare Advantage Plan or Medicaid in contravention of 42 U.S.C. §1395(b), or any other applicable law. The Parties made every effort to adequately protect the interests of Medicare, Medicaid, and/or any Medicare Advantage Plan provider and incorporate such into the Agreement terms, and to comply with both federal and state law. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare, Medicaid, or Medicare Advantage Plan provider on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or Medicare/Medicaid payments, will not render this release void or ineffective, or in any way affect the finality of this Agreement.

Plaintiff represents and warrants that, to the best of his current knowledge and belief, he does not anticipate that he will require any future medical treatment or medication expenses relating to any injury or damages at issue in the Action. Plaintiff represents and warrants that he is not enrolled in a Medicare Advantage Plan, and has not received benefits from Medicare or Medicaid for the treatment of bodily injury or emotional distress in connection with his employment with, or separation of employment from Defendant. Plaintiff will indemnify, defend, and hold Defendant and Released Parties harmless from any and all claims, liens, Medicare/Medicaid conditional payments, and rights to payment, known or unknown.

If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from Defendant and/or Released Parties relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, alleged damages, or the demand letter, Plaintiff will defend and indemnify Defendant and Released Parties, and hold them harmless from any and all such damages, claims, liens, Medicare/Medicaid conditional payments, and rights to payment, including any attorneys' fees sought by such entities

THIS IS A RELEASE. READ BEFORE SIGNING.

02 / 13 / 2025

DATED: February __, 2025

SIGNATURES

By



Nelson Vazquez

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DATED: February 18, 2025

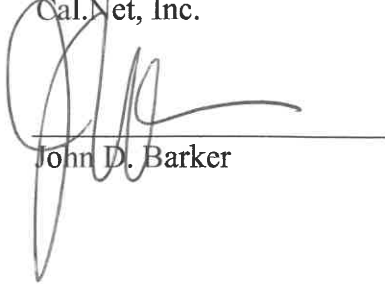
Cal. Net, Inc.
By 
John D. Barker

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 February 20, 2025, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES**
5 **IN 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 **Anthony Oceguela, Esq. (aoceguela@ohaganmeyer.com)**
8 **Alyssa Romanini, Esq. (aromanini@ohaganmeyer.com)**
9 **O'HAGAN MEYER**
10 **1201 K Street**
11 **Suite 1960**
12 **Sacramento , CA 95814**

13 **CC: Koreen Janus (kjanus@ohaganmeyer.com)**

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

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

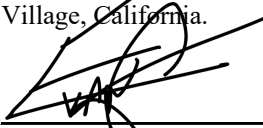
23 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
24 via email pursuant to an agreement between counsel on the counsel of record listed above.

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

28 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 February 20, 2025, at Westlake Village, California.

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23 _____
24 EVAN S. GAINES