

AGREEMENT FOR WAIVER AND RELEASE OF CLAIMS

This Agreement for Waiver and Release of Claims ("Agreement") is entered into by and between the City of San Pablo (the "City") and Strawn Construction ("Contractor"), referred to collectively as the "Parties," and individually as a "Party."

RECITALS

- A. On or about September 6, 2016, pursuant to Resolution No. 2016-269 following public bidding, the City entered into a contract with Strawn Construction, a licensed California contractor (the "Contract"), to construct the City's New San Pablo Library Project (the "Project").
- B. On December 18, 2017, pursuant to Resolution No. 2017-229, the City Council issued a Notice of Completion subject to two exceptions for the Project.
- C. On December 6, 2017, the City received an email from the President of Contractor described as a "claim for disputed change orders" plus follow-up communications and the Parties dispute whether Contractor is entitled to more monies than under the Contract (the "Dispute").
- D. The City received the attached Civil Wage and Penalty Assessment dated February 14, 2018 by which the California Department of Industrial Relations demands that the City retain \$5,400 from Contractor under receipt of a final order that is no longer subject to judicial review ("Assessment" attached as Exhibit 1).
- E. The City received the attached Stop Payment Notice dated March 30, 2018 from ABC School Equipment Inc. for \$1220.81 ("Stop Notice" attached as Exhibit 2).
- F. Pursuant to the City's letter dated February 27, 2018, the City contends that the total unreleased retention is \$311,038.10 ("Retention Amount") and the City's liquidated damages claim for unexcused delay is \$360,000.
- G. The City has agreed to pay \$80,528.50 and Contractor has agreed to accept \$80,528.50 in order to resolve the Dispute, with the understanding that the Stop Notice and Assessment are resolved.
- H. The Parties have agreed to resolve the Dispute and to settle all current and potential claims pertaining to the Contract by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, for value received and in consideration of the covenants and conditions set forth below, the Parties agree as follows:

1. Recitals.

The Parties agree that the facts stated above are true and correct. The above recitals are incorporated herein and made part of this Agreement.

2. Release and Settlement.

The Parties intend that this Agreement be enforceable to fully and finally release and settle all of Contractor's claims, whether known or unknown, arising from or related to the Contract or the Dispute ("Claims").

3. Effective Date.

This Agreement will be effective upon the City's receipt of the executed Agreement from Contractor ("Effective Date").

4. Payment of the Settlement Amount.

a. The Settlement Amount. Contractor agrees to waive and release all Claims, without exception, in exchange for an additional payment to Contractor of \$80,528.50 (the "Settlement Amount").

b. Conditions Precedent to the Delivery of the Settlement Amount:

- i. Contractor shall arrange for a release of the Stop Notice, provide a bond, or make arrangements for the issuance of a joint check to satisfy the Stop Notice and any other subcontractor or vendor claims prior to the delivery of the Settlement Amount.
- ii. Contractor shall install a gate lock as described in the Contract and deliver to the City all close-out documents as described in the Contract, including but not limited to as-built drawings, operations manual, equipment manuals, LEED documents.

c. Delivery of the Settlement Amount. Upon completion of the Conditions Precedent described in subsection (4)(b) above to the City's satisfaction, Contractor shall notify City and within 21 days, the City will pay the Settlement Amount and the Retention Amount (total of \$391,566.60) to Contractor for full and final resolution, release, and waiver of the Claims. If the Assessment has not been resolved by that time, then the City will retain the \$5,400 Assessment amount and deliver a check to the Contractor in the amount of \$386,166.60. The City will then process the \$5,400 according to any future order of the Department of Industrial Relations.

5. Release of Claims.

Contractor fully and finally releases and forever discharges the City and its past, present and future directors, officers, council members, officials, employees, sureties, subcontractors, consultants, representatives, attorneys, insurers, successors and assigns, from any and all claims, demands, actions, causes of action, rights, remedies penalties, liens, stop notices, obligations, fees, costs, interest, expenses, damages, attorneys' fees, expert and consultant fees, losses and liabilities, of any kind or nature, whenever or however derived, known or unknown, foreseen or unforeseen, suspected or unsuspected, past, present or future, arising out of or relating in any way to the Claims.

City fully and finally releases and forever discharges the Contractor and its past, present and future directors, officers, council members, officials, employees, sureties, subcontractors, consultants, representatives, attorneys, insurers, successors and assigns from any liquidated damages claim under the Contract.

6. Waiver of Civil Code Section 1542.

Contractor expressly agrees to a general release of all claims relating to or arising from the Claims and in that regard, expressly agrees to waive the terms of Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

7. No Admission of Liability.

This Agreement and the release recited herein are made without admission of liability by any Party. This Agreement is inadmissible in any legal proceeding as evidence of liability by either Party.

8. Covenant Not To Sue.

Provided all terms and conditions stated herein are fully satisfied, the Parties covenant and agree not to make, assert, maintain, or in any way cause to be made, asserted or maintained, any claim, demand, action, cause of action, suit or proceeding against any person or entity released herein for anything released herein. Each Party further warrants and represents that it has not assigned, conveyed, granted or otherwise transferred any rights or duties pertaining to the Claims. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against any action, suit or other proceeding that may be instituted or prosecuted in breach of this Agreement. The indemnification provisions of the Contract continue to be effective.

9. Representation by Counsel.

By signing below, each Party acknowledges that it has had the opportunity to be advised and represented by legal counsel of its own choice, and has executed this Agreement after having been so advised or represented or after electing not to obtain the advice and representation of qualified legal counsel. Each Party further acknowledges that it and its counsel have had an adequate opportunity to make whatever investigation or inquiry it may deem necessary or desirable in connection with the subject matter of this Agreement. Each Party further acknowledges that, prior to execution of this Agreement, it has read, understood, and approved the language of this Agreement, with or without the assistance and advice from its legal counsel.

10. General Provisions.

a. Entire Agreement/Construction and Interpretation. This Agreement embodies the entire agreement and understanding between the Parties hereto and supersedes all prior agreements and understandings relating to the Claims. No course of prior dealing between the Parties, no usage of the trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term used herein. Each Party expressly waives the provisions of Civil Code section 1654 and acknowledges and agrees that this Agreement should not be deemed prepared or drafted by one Party or the other and shall be construed accordingly.

b. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one agreement. Executed copies of this Agreement may be transmitted electronically among the Parties by facsimile or email and signatures on such electronically transmitted copies will be deemed original signatures.

c. Modification Only in Writing. Neither this Agreement nor any of its provisions may be changed, waived, discharged, or terminated save and except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

d. No Waiver. Except as limited by this Agreement, no failure to exercise and no delay in exercising any right, power, or remedy hereunder will operate to impair any right, power or remedy which any Party may have, nor will any such delay be construed to be a waiver of any such right, power, or remedy, or any acquiescence in any breach or default of this Agreement; nor will any waiver of any breach or default by either Party be deemed a waiver of any subsequently occurring default or breach. All rights and remedies granted to either Party under this Agreement will remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of, any action begun to enforce any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which either Party would otherwise have. Any waiver, permit, consent or

approval by either Party of any breach or default hereunder must be in writing and will be effective only to the extent stated in a writing signed by the Party to be charged and only as to that specific instance.

e. Non-Exclusive Remedies. In the event of a breach of any provision of this Agreement, each Party, in addition to and not in lieu of the remedies expressly provided in this Agreement, will be entitled to exercise such remedies that exist at law or equity to enforce this Agreement including, but not limited to, seeking specific performance.

f. Choice of Law and Venue. This Agreement will be construed in accordance with, and governed by, the procedural and substantive law of the State of California, and the venue of any litigation, arbitration or other formal or informal resolution to resolve any dispute in connection with this Agreement shall be in the Superior Court of California in the County of Contra Costa and no other place.

g. Attorney's Fees. Each Party will bear its own attorney's fees and costs incurred up to and including the date of execution of this Agreement. If any legal action or proceeding is brought between either of the Parties arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and costs, including the attorneys' fees and costs for any arbitration, appeal, or enforcement of judgment.

h. Headings. Captions, section headings and numbers have been set forth in this Agreement for convenience only and are not to be used in construing this Agreement.

i. Authority to Execute and Bind. Each Party represents and warrants that each of the persons executing this Agreement on its behalf has full and complete legal authority to do so and thereby bind the Party on behalf of whom this Agreement is executed. As a corporation, the signatures of two officers are required to bind Contractor to this Agreement pursuant to California Corporation Code Section 313.

j. Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

k. Severability. If any part, term, portion or provision of this Agreement is or shall be invalid, illegal or unenforceable, the remaining parts, terms, portions and provisions shall be deemed severable and the validity, legality and enforceability of the remaining parts, terms, portions and provisions shall not be affected or impaired.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

CITY OF SAN PABLO

By: _____
Matt Rodriguez, City Manger

Date: _____

Approved as to form:

By: _____
Lynn Tracy Nerland, City Attorney

Date: _____

Attest:

City Clerk

Date: _____

CONTRACTOR: STRAWN CONSTRUCTION

By: _____
(Authorized Signature)

Date: 5/1/2018

Print Name: RANDALL R. STRAWN

Title: PRESIDENT

By: _____
(Authorized Signature)

Date: _____


Print Name: _____

Title: _____

Exhibit 1

Civil Wage and Penalty Assessment

attached

| | |
|---|--|
| Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement - Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL (916) 263-2901 FAX (916) 263-2906 | Edward G. Brown Jr., Governor  |
| DATE February 11, 2018 | In Reply Refer to Case No. 18-0879 |

CIVIL WAGE AND PENALTY ASSESSMENT

| | |
|---|---|
| Agency/Body City of San Pablo Project Name New San Pablo Library Project Prime Contractor STRAWN CONSTRUCTION INC., a California Corporation Subcontractor Howard Wayne Butler, an individual dba HOWARD BUTLER ELECTRIC | Work Performed in County of CONTRA COSTA Project No. 0 |
|---|---|

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations:

Apprenticeship Violations: Violated Labor Code Section 1777.5 for failure to request dispatch of apprentices.
Failed to meet the minimum ratio of 1 to 5 apprentices on a public works project.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$0.00

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$0.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: \$5,400.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against Howard Wayne Butler, an individual dba HOWARD BUTLER ELECTRIC is: \$0.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By 
 Jerry McClain
 Deputy Labor Commissioner I

Notice of Right to Obtain Review Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

State of California Labor Commissioner
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60 day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Jerry McClain at the following address

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: \$0.00

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

| | |
|--|------------|
| Wages Due: | \$0.00 |
| Penalties Due Under Labor Code sections 1775 and 1813: | \$0.00 |
| Penalties Due Under Labor Code section 1777.7: | \$5,400.00 |
| Penalties Due Under Labor Code sections 1776: | \$0.00 |
| Total Withholding Amount: | \$5,400.00 |

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

| | |
|--|------------|
| Wages Due: | \$0.00 |
| Penalties Due Under Labor Code sections 1775 and 1813: | \$0.00 |
| Penalties Due Under Labor Code section 1777.7: | \$5,400.00 |
| Penalties Due Under Labor Code sections 1776: | \$0.00 |
| Total Withholding Amount: | \$5,400.00 |

Distribution:

Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Jerry McClain do hereby certify that I am a resident of or employed in the County of
Sacramento, over 18 years of age, and not a party to the within action, and that I am employed at
and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
2031 Howe Ave. Suite 100
Sacramento, CA. 95825

On February 14, 2018, I served the within: (1) Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

City of San Pablo
13831 San Pablo Ave., Bldg.3
San Pablo, CA 94806

STRAWN CONSTRUCTION, INC., a
California Corporation
1140 PEDRO ST SUITE# 1
SAN JOSE, CA 95126

Howard Wayne Butler, an individual
dba HOWARD BUTLER ELECTRIC
3155 MORGAN TERRITORY RD
CLAYTON, CA 94517

Contra Costa Electrical Compliance
1330 Arnold Drive, Ste.250
Martinez, CA 94553
Tim Pangilla

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,
and then depositing it in the United States mail in Sacramento by:

- ☒ Ordinary first class mail
☒ Certified mail
☐ Registered mail

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

Executed on February 14, 2018, at Sacramento, County of Sacramento, California

J. J.
SIGNATURE

STATE CASE NO.
40-58799

PW 34 (Revised 4/2012)

Exhibit 2

Stop Payment Notice

attached

**STOP PAYMENT NOTICE - PUBLIC WORKS
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS**

(California Civil Code §§ 8044, 9350 et seq.)

TO: CONSTRUCTION SURETY / LENDER

(see California Civil Code § 8006)

Fidelity and Deposit Co of Maryland

1140 PEDRO ST STE 1

SAN JOSE, CA 95126-3743

Bond Number 09192615

TO: DIRECT CONTRACTOR

(see California Civil Code § 8018)

Strawn Construction, Inc.

1140 PEDRO ST STE 1

SAN JOSE, CA 95126-3743

Contract #PJ-16709

TO: PUBLIC ENTITY

(see California Civil Code §§ 8036)

City of San Pablo

13831 SAN PABLO AVE

SAN PABLO, CA 94806-3703

Contract #PJ-16709

FROM: STOP PAYMENT NOTICE CLAIMANT

ABC School Equipment, Inc.

1451 E. Sixth Street

Corona, CA 9279-1715

Please take notice that ABC School Equipment, Inc., 1451 E. Sixth Street, Corona, CA 9279-1715, Phone: (951) 817-2200, Fax: (951) 817-9992 has furnished or has agreed to furnish the following kind of materials, labor, services or equipment: Visual Display Products. The person to or for whom the same was done or furnished is: Strawn Construction, Inc., 1140 PEDRO ST STE 1, SAN JOSE, CA 95126-3743, which was performed in connection with the public work of improvement commonly known as the San Pablo Library, 13751 SAN PABLO AVE, SAN PABLO, CA 94806-3701 in the County of Contra Costa. The Public Entity of the above-described work of improvement is City of San Pablo, 13831 SAN PABLO AVE, SAN PABLO, CA 94806-3703. The value of all labor, services, equipment and materials already done or furnished by Claimant is \$0.00. The value of all labor, services, equipment and materials agreed to be done or furnished by Claimant is \$24,416.27. The Claimant has been paid the sum of \$23,195.46 and there remains due and unpaid the sum of \$1,220.81 plus service charges or interest thereon at the rate of 18.00% per annum.

UNDER CALIFORNIA CIVIL CODE § 9358 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

Dated March 30, 2018 for ABC School Equipment, Inc., 1451 E. Sixth Street, Corona, CA 9279-1715, Phone: (951) 817-2200, Fax: (951) 817-9992.

By: Christi L. Bachar Christi L. Bachar, Authorized Signer

VERIFICATION

I, the undersigned state, I am the Authorized Signer of the claimant named in the foregoing Stop Payment Notice - Public Works; I have read said claim of Stop Payment Notice - Public Works and know the contents thereof; and certify that the same is true of my own knowledge. I certify (or declare) under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed at Corona, CA on March 30, 2018.

By: Christi L. Bachar Christi L. Bachar, Authorized Signer

PROOF OF SERVICE DECLARATION

(CALIFORNIA CIVIL CODE § 8100-8118)

I, Christi L. Bachar, declare that I served copies of the above STOP PAYMENT NOTICE - PUBLIC WORKS, (check appropriate box):

☐ By personally delivering copies to _____ (names(s) and title(s) of person served) at _____ (address), on _____ (date) at _____ (time).

☒ By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on March 30, 2018.

☐ By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I certify under penalty of perjury that the foregoing is true and correct. Signed at Corona, CA on March 30, 2018.

By: Christi L. Bachar Christi L. Bachar, Authorized Signer