

**EMPLOYMENT AGREEMENT BETWEEN IRONHOUSE SANITARY DISTRICT AND
GENERAL MANAGER, JEAN-MARC PETIT**

This Employment Agreement for the position of General Manager (“Agreement”) is made and entered into by and between the Ironhouse Sanitary District (“District”), and Jean-Marc Petit (“Employee”), an individual, on the following terms and conditions set forth below. Both District and Employee may individually be described as a “Party” or jointly described as the “Parties.”

RECITALS

1. The District requires the services of a General Manager.
2. Employee represents that he has the necessary education, experience, skills, and expertise to serve as the District’s General Manager.
3. The Board of Directors of the District (the “Board”) desires to employ Employee to serve as the General Manager of District subject to the terms and conditions of the Agreement.

AGREEMENT

In consideration of the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

**SECTION 1
EMPLOYMENT**

The District hereby employs Employee as its General Manager, effective July 22, 2024 (“Effective Date”), and Employee hereby accepts such employment.

**SECTION 2
TERM**

This term of this Agreement shall commence as of the Effective Date and shall continue for a term of five (5) years unless previously terminated as provided by this Agreement. If this Agreement is not otherwise terminated, this Agreement shall automatically expire unless the Parties mutually agree, by written amendment of this Agreement approved by the Board and executed by Employee, to extend the term for a further stated period of time.

**SECTION 3
GENERAL MANAGER’S COMMITMENTS**

A. Duties & Authority

1. Employee shall be the General Manager of the District and be responsible to the Board for the proper administration of all affairs of the District.
2. Employee shall devote his full time, ability, attention, energy, knowledge, and skill to performing the duties of the General Manager of the District. As General

Manager, Employee shall have full power and authority to manage and conduct the business of District. Employee's duties include: managing all District employees, either directly or through such subordinates as Employee may appoint; being the hiring and terminating authority for all District employees (except District legal counsel, if counsel is an employee); maintaining relationships with Contra Costa County, its LAFCO, the City of Oakley, and other neighboring public agencies; representing the District at California Association of Sanitation Agencies conferences, the California Special Districts Association, and the National Association of Clean Water Agencies; and when approved in advance in by the Board, representing the District at other industry-related conferences; performing the duties of the General Manager provided in this Section 3 or other provisions of the District's By-Laws; and performing such other duties as may be assigned or delegated to Employee by the Board.

3. The District may also designate Employee to manage other District-related legal entities. Such other legal entities could include financing authorities, and joint powers authorities.
4. Employee shall administer and enforce policies established by the Board and promulgate rules and regulations as necessary to implement Board policies.
5. Employee shall have the power and shall be required to:
 - a. Attend all meetings of the Board, unless excused by the Board, and take part in the discussion of all matters before the Board. Employee shall receive notice of all regular and special meetings of the Board.
 - b. Review all agenda documents before preparing the agenda for any regular or special meetings of the Board.
 - c. Direct the work of all elective and appointive District officers and departments that are the concern and responsibility of the Board, except those that are directly appointed by or report directly to the Board. Employee shall endeavor to implement changes that Employee believes will result in greater efficiency, economy, or improved public service in the administration of District affairs.
 - d. Recommend to the Board from time to time, adoption of such measures as Employee may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative and field services.
 - e. Research administrative practices in order to bring about greater efficiency and economy in District government, and develop and recommend to the Board long-range plans to improve District operations and prepare for future District growth and development and regulatory requirements.

- f. Provide management training and develop leadership qualities among department heads and staff as necessary to build a District management team that can plan for and meet future challenges.
 - g. Exercise control of District government in emergencies as authorized by the District's By-Laws and California law.
- B. At-Will Employment. Employee is an at-will employee serving at the pleasure of the Board. Employee has no constitutionally protected property or other interest in his employment as General Manager. Employee may be terminated, or asked to resign at any time, with or without cause, subject to any limitations, which are now, or which may in the future, be included within the District Policy, Code, and this Employment Agreement.
- C. Place of Employment. Except as the parties may otherwise agree in writing, Employee shall perform his services at the District's offices, presently located at 450 Walnut Meadows Drive, Oakley, California, with such travel temporarily to other locations on District business as the duties of Employee, or as the District's Board of Directors may require.
- D. Hours of Work
 - 1. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position and will not earn overtime. Employee does not have set hours of work as Employee is expected to be available at all times.
 - 2. Employee shall not engage in any employment, activity, consulting service, or other enterprise for compensation or otherwise, without the express permission of the Board. Employee represents that he has no outstanding commitments inconsistent with any of the terms of this Agreement or the services to be rendered under this Agreement.

SECTION 4
BOARD OF DIRECTORS' COMMITMENTS

- A. The Board shall set policy for the governance and administration of the District and to be implemented through Employee.
- B. The Board shall spend time each year to work with Employee and staff on setting goals and priorities for the District government.
- C. Except for the purpose of inquiry, the Board and its members shall deal with all subordinate District employees, officers, contractors, and consultants solely through Employee or Employee's designee, and neither the Board nor any member thereof shall give orders to any subordinate of Employee, either publicly or privately.

- D. No member of the Board shall order the appointment or removal of any person to any office or employment under the supervision and control of Employee.

SECTION 5 COMPENSATION

The District shall provide the following compensation to Employee during the term of the Agreement:

A. Base Salary

1. Employee's annual base salary shall be \$291,180.00 ("Annual Salary"). Employee shall be paid at the same intervals and in the same manner as regular District employees.
2. Employee shall receive any cost of living adjustments (COLA) provided by the District to all employees, upon satisfactory performance of Employee as described in Section 5.A.3.
3. The Board shall conduct an annual review of Employee each year beginning in 2025, or more frequently if desired by the Board, in accordance with specific criteria developed by the Board or such member or members of the Board it may designate for this purpose. The Board may from time to time add to or delete such criteria as it may determine. The Board shall at its discretion review Employee's base salary to consider a reasonable increase based upon such factors as cost of living, meritorious performance, budget, compensation of General Managers in comparable jurisdictions, and any other relevant factors. Such adjustments, if any, shall be made pursuant to a lawful action of the Board. The District and Employee agree to execute an amended employment agreement incorporating any agreement regarding a salary above that established by Section 5.A.1 and 5.A.2.

B. Benefits

1. Basic Benefits. Unless otherwise specified in this Agreement, Employee shall earn the same benefits as other senior management employees.
2. Leave
 - a. Vacation

Employee shall accrue 20 days (160 hours) of vacation per year. Employee shall notify the Board of any vacation or other absences lasting longer than one day. Employee shall accrue paid vacation time at the rate of twenty (20) days per calendar year on the same basis as District employees with 20 years or more of service. Employee will be subject to all accrual provisions of the vacation accrual policy applicable to all District employees.

b. Administrative Leave

Employee shall be credited with eighty (80) hours Administrative Leave per fiscal year credited on July 1st of each fiscal year. Administrative Leave shall not carry over to the next fiscal year.

c. Use of Leave

Employee shall record all paid vacation, sick and Administrative Leave time used by him in the District's ADP system.

3. District Vehicle. The District shall provide Employee with a District-owned vehicle for Employee's use in performing his duties as General Manager, and for commuting between his home and the District's offices. During business days when the vehicle is at District offices and Employee does not need it, the vehicle will be available for other employees to use on District errands. District agrees to reimburse Employee for the gasoline and other reasonable expenses of operating such vehicle when it is used on District business. These expenses shall be submitted as Business Expenses pursuant to Section 5.B.6. below.
4. Cellular Phone Allowance. Employee shall be provided a monthly cellular phone allowance of \$80.00 in exchange for making a cellular phone available for Employee's own use and for District-related business and/or functions during, before, and after normal work hours.
5. Professional Development. If financially feasible, and as determined and approved by the Board, the District agrees to pay membership fees and dues, of conference and meeting registrations, and the travel and subsistence expenses of Employee for professional development and official travel, meetings and occasions adequate to continue the professional development of the Employee to adequately pursue necessary official and other functions of the District.
6. Business Expenses. Employee shall be entitled to reimbursement by the District for customary, ordinary, and necessary business expenses incurred by him in the performance of his duties, and otherwise relating to District business, that are incurred and substantiated in accordance with the policies and procedures established from time to time by the Board. All expenses as described in this subsection will be reimbursed only upon presentation by Employee of such documentation as the District may reasonably require to substantiate such expenses, including that the expenses were incurred in the performance of his duties.

SECTION 6 TERMINATION FROM EMPLOYMENT

A. Termination of Employment.

Employee's employment by District shall be terminated by the first to occur of the following. In each case, the "Termination Date" is the date when the Employee's employment is terminated. Employee shall not receive continued compensation and benefits, except as otherwise required by law or might be agreed by District in this Agreement through the Termination Date.

1. Resignation. Employee may terminate this Agreement by providing a minimum of sixty (60) days' advanced written notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law. Employee's written notice shall specify the Termination Date. If Employee voluntarily resigns his employment with the District, he shall not be entitled to any Severance Pay as defined in 6.A.5.a nor continued compensation and benefits, except as otherwise required by law or might be agreed by District in this Agreement. Nothing in this Agreement shall be construed as limiting or otherwise interfering with the right of Employee to resign at any time from this position with District, subject only to the provisions set forth in this Section.
2. Disability or Inability to Perform.
 - a. Upon thirty (30) days' notice by District to Employee, if Employee suffers a disability that renders Employee unable, as determined in good faith by the Board, to perform essential functions of Employee's position, whether with or without reasonable accommodation. If the Board does elect to terminate Employee due to incapacity, Employee shall not receive Severance Pay, as defined in Section 6.A.5.a. In exercising this option, the District will comply with its obligations under applicable state and federal disability and public retirement laws.
 - b. The Termination Date will be the 30th day after the notice is given unless District specifies a later date in its notice, in which event the specified date will be the Termination Date.
 - c. The District may require Employee to undergo, and Employee consents to, physical examinations at District expense designed to determine Employee's ability to work when the Board reasonably believes that Employee may have a temporary or permanent physical or mental disability rendering Employee unable to perform essential functions, whether with or without reasonable accommodation. District shall use such information only for purposes of determining Employee's ability to work. District shall not be liable to Employee or any other person for any failure of the examination or District to discover a disability or other medical or health problem.
3. Mutual Consent. By mutual agreement in writing between Employee and District on such date as they may specify, which date shall be the Termination Date. Employee shall not receive Severance Pay, as defined, provided in Section 6.A.5.a.

4. By Death. Upon the death of Employee, in which event the date of death will be the Termination Date. Employee shall not receive Severance Pay, as defined, provided in Section 6.A.5.a.
5. Removal Without Cause
 - a. At the election of District, without cause and for any reason whatsoever or no reason at all, upon notice to Employee. The notice shall specify the Termination Date, which may be upon notice or later. If District removes Employee without Cause and Employee executes an irrevocable agreement, in a form acceptable to the District, including, but not limited to, the terms in sub-section 6.A.5.b.i then the District shall pay Employee an amount equal to three (3) months base salary as severance (“Severance Pay”). This Severance Pay shall be paid in a lump sum or in a continuation of salary on the existing basis, at the Employee’s option. However, the impacts of Employee’s selection are subject to applicable local, state, and federal laws, including, but not limited to, the Public Employees Retirement Law and IRS rules, regulations, and statutes. The Severance Pay shall be subject to the restrictions set forth in Government Code Section 53260.
 - b. As an express condition precedent for District’s full payment of the Severance Pay to Employee, Employee will:
 - i. Release and discharge District and its elected officials, appointed officers, employees, sub-contractors, agents, accounts, attorneys, successors and all other persons acting for, under, or in concert with District both past and present from any and all personal claims, demands, actions, causes of action, obligations, damages, liabilities, losses, costs and expenses, including attorney’s fees of any kind or nature whatsoever, past, present and future, arising from, relating to or in connection with any rights of Employee to: (i) Employee’s employment with or separation from the District; (ii) Employee’s Employment Agreement with the District; and (iii) any claim, demand, or cause of action or damages for wrongful termination (collectively, the “Released Matters”); and
 - ii. Agree to waive all claims, demands, actions, causes of action, obligations, liabilities, claims of credits or offsets, costs, and expenses, including attorney’s fees, of any kind or nature whatsoever as to the Released Matters. As to the Released Matters only, Employee will acknowledge that he has read and understands California Civil Code § 1542, as it currently or then may provide, and agree that the releases contained therein constitutes a full and complete waiver or release of any claims, current or future, known or unknown, which may have arisen out of the Released Matters regardless of whether Employee has knowledge of the existence of such claims or of the material facts relevant to such claims.

- c. Except pursuant to Employee's signed release and Section 6.A.5.a., Employee is not entitled to, and will not receive, Severance Pay. Nor is any Severance Pay payable upon termination under any other subsection of this Section 5, upon termination for any other reason, or upon expiration of the Agreement.

6. Removal for Cause

- a. Employee may be removed for Cause. As used in this section, "Cause" shall mean only one or more of the following:
 - i. Incompetency such as failure to comply with the minimum standards for Employee's position for a significant period of time.
 - ii. Proven failure of Employee to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the Board specifying the acts or omissions deemed to amount to that failure.
 - iii. Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of District or its organizational units; (b) is detrimental to employees or public safety; or (c) violates the District's properly-established rules or procedures.
 - iv. Repeated failure to carry out a directive or directives of the Board made by the Board as a body at a Brown Act-compliant meeting.
 - v. Dishonesty involving Employee's performance of his duties as General Manager.
 - vi. Any act of dishonesty, misappropriation, embezzlement, fraud, or similar conduct by Employee involving District or an Affiliate. ("Affiliate" is defined in Section P 3.)
 - vii. Employee's continuing neglect, after notice, with respect to the business or affairs of District or an Affiliate.
 - viii. Employee's violation of the District's policy against working under the influence of drugs or alcohol.
 - ix. Addiction to or habitual use of alcoholic beverages, narcotics, or any habit forming non-prescription drug that renders it more difficult for Employee to deliver public service.
 - x. Absence without authorized leave.

- x. Conviction of a crime or conduct constituting a violation of state or federal law that renders it more difficult for Employee to deliver public service or that violates District policy. "Conviction" includes entry of a plea of nolo contendere or a plea bargain.
 - xi. Imprisonment for any crime.
 - xii. Breach of fiduciary duty or breach of trust by Employee.
 - xiii. Improper or unauthorized use of District property.
 - xiv. Failure to engage or participate in good faith in an interactive process to attempt to identify an effective reasonable accommodation to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.
 - xv. Acceptance from any source of any emolument, reward, gift, or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to Employee in connection with actions performed in the normal course of Employee's assigned duties.
 - xvi. Falsification of any District report or record or of any report or record required to be, or, filed by Employee.
 - xvii. Engagement in prohibited harassment, discrimination, retaliation, or abusive conduct.
 - xviii. Engaging in any employment, activity, consulting service, or other enterprise for compensation or otherwise, without the express permission of the Board.
 - xix. Any action by Employee likely to bring substantial discredit to District.
 - xx. A material breach of this Agreement or of any District code of conduct or equivalent.
- b. For purposes of this provision, a determination that "cause" exists shall be based on demonstrable, or otherwise reasonably proven, sustained, corroborated, or admitted conduct.
 - c. In the event the District terminates Employee for Cause, then the District may terminate this Agreement immediately, Employee shall not receive Severance Pay, as defined in Section 6.A.5.a and shall be entitled to only the compensation accrued up to the Termination Date, and such other termination benefits and payments as may be required by law.

B. Other Terms of Termination.

1. Upon the Termination Date or other end of the Agreement, whether pursuant to Section 6 or otherwise, Employee shall be deemed to have resigned from all employment, positions, offices and directorships he holds with the District or he holds with other entities or persons on the District's behalf. Upon request of the Board, Employee shall confirm such resignations in writing in such form as the Board may request.
2. District may elect at any time during the Agreement to put Employee on administrative leave for such time as District may specify, during which time District shall continue to pay Employee his base salary and benefits but Employee shall not perform any duties as Employee. Such administrative leave shall not be "Administrative Leave" for purposes of Section 5.B.2.b. Section 6 prevails over anything to the contrary in Section 2 or elsewhere in this Agreement.

**SECTION 7
MISCELLANEOUS PROVISIONS**

A. Amendments. This Agreement may only be modified in writing signed by both Parties.

B. Conflict of Interest

1. Employee shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations.
2. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Employee's District employment.
3. Employee is responsible for submitting to the Board Secretary the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

C. Confidentiality. To the maximum extent permitted by law, during the Employment Term and continuing thereafter during Employee's lifetime, Employee: shall keep confidential nonpublic information concerning the District's business and affairs; shall not disclose such information to any other person except as reasonably required in the performance of his duties as Employee; and shall use such information only for purposes of performing his duties as Employee. The preceding sentence is subject to the requirements of the Ralph M. Brown Act, the Public Records Act, and other applicable laws, which prevail over anything to the contrary in the preceding sentence. For purposes of this Agreement, information is "non-public" if it is not readily available to the public without attending Board meetings

or making a Public Records Act request. This Section is in addition to, and not in lieu of, any other confidentiality duties or agreement that Employee may have.

D. Indemnification

1. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995–996.5, the District shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequences of the discharge of Employee's duties on the District's behalf for the period of Employee's employment.
2. In the event that Employee shall serve as the chief executive of other District-related legal entities as provided in Sections 3.A.2 or 3.A.3, then Section 7.D.1 shall be equally applicable to each District-related legal entity as though set forth in an indemnity agreement between Employee and that legal entity. The District hereby guarantees the performance of this indemnity obligation by the District-related legal entity, and shall indemnify and hold Employee harmless against any failure or refusal by District-related legal entity to perform its obligations under this Section.

E. Conviction Involving Abuse of Office or Position. Pursuant to Government Code section 53243, et seq., if Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply upon final conviction: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the District, in its discretion, pays for the criminal legal defense of Employee, Employee shall be required to fully reimburse such amounts paid; and (3) if Employee is provided with any severance pay and/or settlement pay, Employee shall be required to reimburse such pay. For purposes of this Section, "abuse of office or position" shall be as defined under California Government Code section 53243.4.

F. Post-Employment Litigation Assistance. Subsequent to termination of his employment by District, Employee will make himself reasonably available to District to provide information, documents, declarations, depositions, and testimony relevant to any action or proceeding to which District is a party or in which District is involved.

G. Assignment, Inurement. This Agreement is for personal services unique to Employee, and so Employee may not assign or delegate any of his rights, obligations or duties under this Agreement without the prior written consent of District. Subject to the preceding sentence, this Agreement shall inure to the benefit of and bind the parties and their heirs, successors and assigns.

H. Severability. If any clause, provision or other portion of this Agreement or the application of such clause, provision or other portion to any person or circumstance is to any extent determined invalid or unenforceable by an arbitrator or a court of competent jurisdiction, then such provision shall be deemed severed to the minimum extent necessary to make this Agreement legally enforceable and the remainder of this Agreement, and the other

applications of such portion, shall remain valid and enforceable to the fullest extent permitted by law.

- I. Laws Affecting Title. In addition to those laws affecting a General Manager, Employee shall have the same powers, rights and responsibilities as a Chief Executive Officer, District Administrative Officer, Administrator, and/or District Administrator as those terms are used in local, state, or federal laws.
- J. Provisions Remaining in Effect Following Termination of Agreement. The following provisions of this Agreement shall remain in effect and continue to bind the parties notwithstanding termination of Employee's employment or termination of this Agreement: 7.B, 7.C, 7.D, 6.E, and 7.F
- K. Jurisdiction and Venue. This Agreement and any matter or dispute arising out of the parties relationship or this Agreement (including its subject matter) shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California, whether sounding in tort, contract, statute or otherwise and notwithstanding any conflicting choice of law principles of California or any other forum. The Parties to this Agreement specifically consent to the jurisdiction of the courts of Contra Costa County over any action arising out of or related to this Agreement.
- L. Entire Agreement
 - 1. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, understandings, commitments, and practices between them, regardless of whether fully performed. Without limiting the generality of the foregoing, all understandings and agreements, written or oral, relating to Employee's employment by Employer, including those relating to Employer's payment of any compensation or provision of any benefit in connection with employment or otherwise, are hereby terminated and shall be of any further force or effect.
 - 2. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendment or other modification of this Agreement may be made except by a writing signed by the President of the Board and Employee. No other employee, no supervisor (if any) of Employee, and no member of the Board is authorized to alter or vary the terms of this Agreement (or to represent otherwise) on behalf of District except by written agreement by the President of the Board.
- M. Notice. Any notice required or permitted under this Agreement shall be in writing. The notice shall be deemed given on the earlier of: when personally delivered; on the day that the recipient acknowledges receiving it; the first day after being faxed (if a fax number has been furnished by the recipient and the transmission is shown in a regularly-generated fax transmittal record); on the day delivered by a recognized overnight courier (if the courier obtains a signature for the delivery); or five mail service days after deposit in the United States mails, first class postage prepaid, addressed to the party at the address shown for such party below or to such other address as such party may later by notice specify for such

purpose. However, if a notice is deemed given on a Saturday, Sunday or legal holiday, it shall be deemed given on the next business day.

1. If to the District:

President of the Board of Directors
Ironhouse Sanitary District
450 Walnut Meadows Drive
Oakley, CA 94561

2. If to Employee:

Jean Marc
Address on-file in the Human Resources Department

N. Waiver. A Party shall not be deemed to have waived any of its or his respective rights under this Agreement unless the waiver is in writing and signed by the waiving Party. No delay in exercising any right shall be a waiver, nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

O. Representation by Counsel. Employee and District acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

P. Construction.


1. The headings on each of the sections and subsections of this Agreement are for the convenience of the Parties only and do not limit or expand the contents of any such section or subsection.
2. Unless the context clearly requires otherwise, (A) the plural and singular numbers will each be deemed to include the other; (B) the masculine, feminine, and neuter genders will each be deemed to include the others; (C) “shall,” “will,” “must,” “agrees,” and “covenants” are each mandatory; (D) “may” is permissive; (E) “or” is not exclusive; and (F) “includes” and “including” are not limiting and so regardless of whether initially capitalized shall mean “including without limitation thereto”; and (g) “person,” regardless of whether initially capitalized, shall mean any individual or any corporation, partnership, limited liability company, trust, trustee, estate, association or other legal entity.
3. The definition of an initially capitalized word applies wherever such word is used in this Agreement, regardless of whether the definition is provided when the defined term is first used or thereafter. The term “Affiliate,” when used with reference to District, includes Reclamation District No. 830 (RD 830) and any other person who directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with District.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

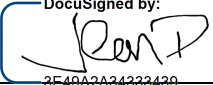
District

Employee

IRONHOUSE SANITARY DISTRICT

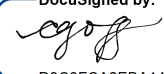
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Chris Lauritzen
President, Board of Directors

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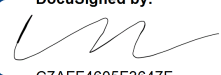
Jean-Marc Petit

ATTEST:

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By: Cecilia Goff
District Secretary

APPROVED AS TO FORM

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By: J. Leah Castella
General Counsel