



Cole Moscatel <cmoscatel@gmail.com>

FW: 9000/Ultimate

1 message

Leah Schoen <leah@thegreenlawgroup.com>
To: Cole Moscatel <cmoscatel@gmail.com>
Cc: Jessica Dean <jessica@thegreenlawgroup.com>

Wed, Oct 29, 2025 at 4:58 PM

FYI see attached and below.

Leah

LEAH SCHOEN

Associate

Direct (805) 210-7026**Main Office Line** (805) 306-1100 (ext 126)**Fax** (805) 306-1300**E-mail** leah@thegreenlawgroup.com**www.TheGreenLawGroup.com**<https://www.youtube.com/@thegreenlawgroupllp2905/videos>

1777 E. Los Angeles Avenue | Simi Valley, CA 93065

E-SERVICE NOTICE:

If e-service is required pursuant to Local Rule CRC 2.251(e), 2.256(a) (4), and 2.256(a) (5), this office only accepts eservice at the following address: eservice@thegreenlawgroup.com. The Green Law Group, LLP requests courtesy copies of pleadings, motions, and discovery by mail.

Think Green! Before printing this e-mail ask the question, is it necessary?

The information contained in this e-mail message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible, please deliver it to the intended recipient. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If this is delivered to you in error, please notify us by e-mail or telephone, and delete the original message. The information in this email including the name of the above sender shall not be considered an electronic signature under Civil Code Â§ 1633.2. The information in this email and/or the conduct of the parties does not give implied consent to conduct a transaction by electronic means under Civil Code Â§ 1633. Thank you.

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with U.S. Treasury Department Circular 230, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written by the practitioner to be used, and that it cannot be used by any taxpayer, for the purpose of (i) avoiding penalties that may be imposed on the taxpayer, and (ii) supporting the promotion or marketing of any transactions or matters addressed herein.



Book time to meet with me

From: Leah Schoen

Sent: Wednesday, October 29, 2025 4:57 PM

To: 'Kenneth Taylor III' <KTaylor@rlattorneys.com>; David Dorenfeld <david@dorenfeldlaw.com>; Nicole Soteras <Nicole@dorenfeldlaw.com>; Jessica Dean <jessica@thegreenlawgroup.com>; jsb jeffreybenice.com <jsb@jeffreybenice.com>

Cc: Shannon Rosenkranz <srosenkranz@rlattorneys.com>; Yvette du Beau <yvette@dorenfeldlaw.com>; Jennie Deeb <jennie@dorenfeldlaw.com>; Maria Godinez <Maria@dorenfeldlaw.com>; javaiseescoto jeffreybenice.com <javaiseescoto@jeffreybenice.com>; Ariel Carrillo <ACarrillo@rlattorneys.com>; Scott Green <scott@thegreenlawgroup.com>; Matthew Bechtel <matthew@thegreenlawgroup.com>

Subject: RE: 9000/Ultimate

Ken,

I do not believe the language you have listed on page 4 (paragraph 2) related to the CSLB claims complies with Business & Professions Code Section 143.5.

California Code, Business and Professions Code - BPC § 143.5

- a. No licensee who is regulated by a board, bureau, or program within the Department of Consumer Affairs, nor an entity or person acting as an authorized agent of a licensee, shall include or permit to be included a provision in an agreement to settle a civil dispute, whether the agreement is made before or after the commencement of a civil action, that prohibits the other party in that dispute from contacting, filing a complaint with, or cooperating with the department, board, bureau, or program within the Department of Consumer Affairs that regulates the licensee or that requires the other party to withdraw a complaint from the department, board, bureau, or program within the Department of Consumer Affairs that regulates the licensee. A provision of that nature is void as against public policy, and any licensee who includes or permits to be included a provision of that nature in a settlement agreement is subject to disciplinary action by the board, bureau, or program.

I have proposed the submission of something like "Exhibit B" attached and propose the inclusion of the below language (which I have used in other settlements):

No Other Actions Commenced by the Agreeing Parties. All Parties warrant and represent that they have not heretofore assigned, transferred, hypothecated, pledged,

mortgaged or set over in any manner whatsoever, in whole or in part, to any person or entity, any Claim or other matter released herein. Within ten (10) business days of receipt

of the fully executed Settlement Agreement and Settlement Payment, Plaintiff shall submit written correspondence, in the form attached hereto as "Exhibit B" to this Settlement

Agreement, to the Contractors' State License Board ("CSLB") advising such office that all claims made by Plaintiff against Defendants has been settled as between the Parties and such settlement is a

compromise and shall not be construed as an admission of liability. In the event an Accusation or other proceeding is filed by the California Attorneys General's Office or any other governmental agency, upon notice being provided

to Plaintiff of any such action being taken against Defendants, Plaintiff will deliver a letter to the sending office in the same form and content as previously sent to the CSLB.

See attached redlines to the draft SAR. I have also attached the firm's W9.

Sincerely,

Leah

LEAH SCHOEN

Associate

Direct (805) 210-7026

Main Office Line (805) 306-1100 (ext 126)

Fax (805) 306-1300

E-mail leah@thegreenlawgroup.com

www.TheGreenLawGroup.com

<https://www.youtube.com/@thegreenlawgroupllp2905/videos>



1777 E. Los Angeles Avenue | Simi Valley, CA 93065

E-SERVICE NOTICE:

If e-service is required pursuant to Local Rule CRC 2.251(e), 2.256(a) (4), and 2.256(a) (5), this office only accepts eservice at the following address: eservice@thegreenlawgroup.com. The Green Law Group, LLP requests courtesy copies of pleadings, motions, and discovery by mail.

Think Green! Before printing this e-mail ask the question, is it necessary?

The information contained in this e-mail message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible, please deliver it to the intended recipient. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If this is delivered to you in error, please notify us by e-mail or telephone, and delete the original message. The information in this email including the name of the above sender shall not be considered an electronic signature under Civil Code Â§ 1633.2. The information in this email and/or the conduct of the parties does not give implied consent to conduct a transaction by electronic means under Civil Code Â§ 1633. Thank you.

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with U.S. Treasury Department Circular 230, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written by the practitioner to be used, and that it cannot be used by any taxpayer, for the purpose of (i) avoiding penalties that may be imposed on the taxpayer, and (ii) supporting the promotion or marketing of any transactions or matters addressed herein.



Book time to meet with me

From: Kenneth Taylor III <KTaylor@rlattorneys.com>

Sent: Monday, October 27, 2025 12:17 PM

To: Leah Schoen <leah@thegreenlawgroup.com>; David Dorenfeld <david@dorenfeldlaw.com>; Nicole Soteras <Nicole@dorenfeldlaw.com>; Jessica Dean <jessica@thegreenlawgroup.com>; jsb jeffreybenice.com <jsb@jeffreybenice.com>

Cc: Shannon Rosenkranz <srosenkranz@rlattorneys.com>; Yvette du Beau <yvette@dorenfeldlaw.com>; Jennie Deeb <jennie@dorenfeldlaw.com>; Maria Godinez <Maria@dorenfeldlaw.com>; javaiseescoto jeffreybenice.com <javaiseescoto@jeffreybenice.com>; Ariel Carrillo <ACarrillo@rlattorneys.com>

Subject: RE: 9000/Ultimate

All,

The draft SAR is attached. Please review and advise any changes/additions.

David, my recollection is that you might have some more specific language regarding the CSLB complaints.

Leah, I left the payment instructions to be filled in by you. We will also need a W-9.

Thanks,

Ken

Kenneth O. Taylor III, Esq.

Partner

9891 Irvine Center Drive, Suite 200

Irvine, California 92618

Office Direct: 714 709-4254

Cell Phone: 310 625-1269

ktaylor@rlattorneys.com




ALBUQUERQUE | BAKERSFIELD | BURBANK | CHARLESTON | DALLAS | DENVER | FT LAUDERDALE | HIDALGO COUNTY (THE VALLEY) | HOUSTON | JACKSON | JACKSONVILLE | LAS VEGAS | LOS ANGELES | MIAMI | ORANGE COUNTY | ORLANDO | PHOENIX | RIVERSIDE | SACRAMENTO | SALT LAKE CITY | SAN ANTONIO | SAN DIEGO | SARASOTA | TAMPA | LONDON, UK

www.rlattorneys.com

This message is confidential and may contain privileged information. Only the intended recipient is authorized to read or utilize the information contained in this e-mail. If you receive this message in error, please discard the message and advise the sender by reply e-mail or by phone.

3 attachments

 **2025.10.24. Draft SAR (9000 Arlington)-LS.docx**
51K

 **EXHIBIT B_Notice of Civil Settlement.docx**
14K

 **W9 TGLG Trust Account 2025.pdf**
56K