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## Section 1: SC 13D (SC 13D)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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SCHEDULE 13D  
(Amendment No. )\*

Under the Securities Exchange Act of 1934

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Entravision Communications Corporation  
(Name of Issuer)

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Class A Common Stock  
(Title of Class of Securities)

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29382R 10 7  
(CUSIP Number)

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Walter F. Ulloa  
Chairman and Chief Executive Officer  
2425 Olympic Boulevard, Suite 6000 West  
Santa Monica, California 90404  
Telephone: (310) 447 3870

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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April 29, 2020  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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(Continued on following pages)

1	NAMES OF REPORTING PERSONS Walter F. Ulloa	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 12,320,609 (1)(2)
	8	SHARED VOTING POWER 3,753,895 (3)
	9	SOLE DISPOSITIVE POWER 12,320,609 (1)(2)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 16,074,504 (1)(2)(3)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.4% (2)(4)(5)	
14	TYPE OF REPORTING PERSON IN	

- (1) Consists of (i) 614,819 shares of Class A Common Stock held of record by Mr. Ulloa; (ii) 216,000 shares of Class A common stock issuable upon exercise of options that are exercisable within sixty days of May 4, 2020; (iii) 425 shares of Class A Common Stock held by Mr. Ulloa's spouse; (iv) 889,848 shares of Class B Common Stock held by The Walter F. Ulloa Irrevocable Trust of 1996; and (v) 10,599,517 shares of Class B Common Stock held by the Seros Ulloa Family Trust of 1996. In addition, pursuant to the Voting Agreement (defined herein), Mr. Ulloa and Mr. Zevnik have agreed to vote all shares held by them (i) in favor of the election of each of them as directors, (ii) in favor of the election of any other nominee for election as director as directed by Mr. Ulloa, and (iii) any time a matter other than election or removal of directors is submitted to the stockholders of the company, as directed by Mr. Ulloa. Mr. Ulloa disclaims beneficial ownership of shares beneficially owned by Mr. Zevnik.
- (2) Each share of Class B Common Stock is convertible at any time into one share of Class A Common Stock.
- (3) Represents (i) 20,000 shares of Class A common stock held of record by Mr. Zevnik; (ii) 85,647 shares of Class A common stock issuable upon the settlement of restricted stock units releasable within sixty days of May 4, 2020; (iii) 10,000 shares of Class A common stock held by The Zevnik Charitable Foundation issuable upon the settlement of restricted stock units releasable within sixty days of May 4, 2020; (iv) 200,000 shares of Class A common stock issuable upon exercise of options that are exercisable within sixty days of May 4, 2020; (v) 2,887,582 shares of Class B common stock held by The Paul A. Zevnik Revocable Trust of 2000; and (vi) 550,666 shares of Class B common stock held by The Paul A. Zevnik Irrevocable Trust of 1996 beneficially owned by Mr. Zevnik over which Mr. Ulloa has shared voting power pursuant to the terms of the Voting Agreement. Mr. Ulloa disclaims beneficial ownership of shares beneficially owned by Mr. Zevnik.
- (4) Based on the quotient obtained by dividing (a) the aggregate number of shares of Class A Common Stock and Class B Common Stock that may be deemed to be beneficially owned by Mr. Ulloa as set forth in Row 11 by (b) the sum of (i) 59,815,198 shares of Class A Common Stock outstanding as of May 4, 2020, as reported by the Issuer in its most recent Quarterly Report on Form 10-Q filed with the Commission on May 8, 2020, and (ii) 11,489,365 shares of Class B Common Stock beneficially owned by Mr. Ulloa, 3,438,248 shares of Class B Common Stock held by Mr. Zevnik for which Mr. Ulloa may be deemed to have beneficial ownership by virtue of the Voting Agreement, 216,000 shares of Class A Common Stock that may be issuable within 60 days upon exercise of options held by Mr. Ulloa, and 295,647 shares of Class A Common Stock that may be issuable within 60 days upon settlement of restricted stock units and upon exercise of options beneficially owned by Mr. Zevnik for which Mr. Ulloa may be deemed to have beneficial ownership by virtue of the Voting Agreement.

The aggregate number of shares of Class B Common Stock beneficially owned by Mr. Ulloa as set forth in clauses “(a)” and “(b)” of this footnote are treated as converted into Class A Common Stock only for the purpose of computing the percentage ownership in Row 13.

- (5) Each share of Class A Common Stock is entitled to one vote and each share of Class B Common Stock is entitled to ten votes. The percentage reported does not reflect the ten for one voting power of the Class B Common Stock because these shares are treated as converted into Class A Common Stock for the purpose of this report.

1	NAMES OF REPORTING PERSONS Paul A. Zevnik	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,753,895 (1)(2)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,753,895 (1)(2)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,753,895 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9% (2)(3)(4)	
14	TYPE OF REPORTING PERSON IN	

- (1) Consists of (i) 20,000 shares of Class A common stock held of record by Mr. Zevnik; (ii) 85,647 shares of Class A common stock issuable upon the settlement of restricted stock units releasable within sixty days of May 4, 2020; (iii) 10,000 shares of Class A common stock held by The Zevnik Charitable Foundation issuable upon the settlement of restricted stock units releasable within sixty days of May 4, 2020; (iv) 200,000 shares of Class A common stock issuable upon exercise of options that are exercisable within sixty days of May 4, 2020; (v) 2,887,582 shares of Class B common stock held by The Paul A. Zevnik Revocable Trust of 2000; and (vi) 550,666 shares of Class B common stock held by The Paul A. Zevnik Irrevocable Trust of 1996. In addition, pursuant to the Voting Agreement (defined herein), Mr. Ulloa and Mr. Zevnik have agreed to vote all shares held by them (i) in favor of the election of each of them as directors, (ii) in favor of the election of any other nominee for election as director as directed by Mr. Ulloa, and (iii) any time a matter other than election or removal of directors is submitted to the stockholders of the company, as directed by Mr. Ulloa. Does not include shares beneficially owned by Mr. Ulloa. Mr. Zevnik disclaims beneficial ownership of shares beneficially owned by Mr. Ulloa.
- (2) Each share of Class B Common Stock is convertible at any time into one share of Class A Common Stock.
- (3) Based on the quotient obtained by dividing (a) the aggregate number of shares of Class A Common Stock and Class B Common Stock beneficially owned by Mr. Zevnik as set forth in Row 9 by (b) the sum of (i) 59,815,198 shares of Class A Common Stock outstanding as of May 4, 2020, as reported by the Issuer in its most recent Quarterly Report on Form 10-Q filed with the Commission on May 8, 2020, and (ii) 3,438,248 shares of Class B Common Stock beneficially owned by Mr. Zevnik, and 295,647 shares of Class A Common Stock that may be issuable within 60 days upon settlement of restricted stock units and upon exercise of options beneficially owned by Mr. Zevnik. The aggregate number of shares of Class B Common Stock beneficially owned by Mr. Zevnik as set forth in clauses "(a)" and "(b)" of this footnote are treated as converted into Class A Common Stock only for the purpose of computing the percentage ownership in Row 13.
- (4) Each share of Class A Common Stock is entitled to one vote and each share of Class B Common Stock is entitled to ten votes. The percentage reported does not reflect the ten for one voting power of the Class B Common Stock because these shares are treated as converted into Class A Common Stock for the purpose of this report.

**Item 1. Security and Issuer**

This statement of beneficial ownership on Schedule 13D (this “Statement”) relates to the shares of Class A Common Stock, \$0.0001 par value per share (the “Common Stock”), of Entravision Communications Corporation, a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 2425 Olympic Boulevard, Suite 6000 West, Santa Monica, California 90404.

**Item 2. Identity and Background**

(a) This Statement is being filed by jointly by the following persons:

Walter F. Ulloa  
Paul A. Zevnik

(each a “Reporting Person” and collectively the “Reporting Persons”)

(b) The business address for each of the Reporting Persons is:

c/o Entravision Communications Corporation  
2425 Olympic Boulevard, Suite 6000 West  
Santa Monica, California 90404

(c) Mr. Ulloa is Chairman of the Board and Chief Executive Officer of the Issuer, whose address is: 2425 Olympic Boulevard, Suite 6000 West, Santa Monica, California 90404.

Mr. Zevnik is a partner with the law firm of Morgan, Lewis & Bockius, LLP, whose address is 1111 Pennsylvania Ave. NW, Washington, DC 20004-2541. Mr. Zevnik is also a director of the Issuer.

(d) None of the Reporting Persons during the last five years has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons during the last five years has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Reporting Persons is a natural person and citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration**

All of the shares of Class B Common Stock of the Issuer presently beneficially owned by the Reporting Persons were acquired prior to the Issuer’s initial public offering in August 2000 (the “IPO”).

Other than 425 shares of Class A Common Stock held by his wife which were acquired with personal funds, all of the shares of Class A Common Stock beneficially owned by Mr. Ulloa were acquired upon the vesting of restricted stock units or the exercise of stock options granted by the Issuer in connection with his employment with the Issuer.

All of the shares of Class A Common Stock beneficially owned by Mr. Zevnik were acquired upon the vesting of restricted stock units or the exercise of stock options granted by the Issuer in connection with his service as a director of the Issuer.

**Item 4. Purpose of the Transaction**

Mr. Ulloa is the Chairman and Chief Executive Officer of the Issuer and has served in such capacity since the Issuer's inception in 1996. Mr. Zevnik has been a director of the Issuer since the IPO in August 2000. The Reporting Persons are filing this Schedule 13D for the purpose of disclosing the new Voting Agreement entered into on April 29, 2020 as described below.

In 2000, Mr. Ulloa and Mr. Zevnik and certain of their affiliates entered into a voting agreement (the "Original Voting Agreement") with the other holder of Class B Common Stock at that time, Philip Wilkinson. Under this agreement, each of the stockholders agreed to vote, or cause to be voted, all voting securities in favor of the nominees designated in writing by both Walter Ulloa and Philip Wilkinson. In addition, Mr. Zevnik agreed to vote all voting securities held by him in the same manner as both Walter Ulloa and Philip Wilkinson. Mr. Wilkinson resigned as director of the Issuer in February 2015, all shares of Class B Common Stock held by Mr. Wilkinson and his related trusts converted to Class A Common Stock, and the Original Voting Agreement terminated with respect to Mr. Wilkinson in February 2015. In February 2015, Mr. Wilkinson resigned as director of the Issuer, all shares of Class B Common Stock held by Mr. Wilkinson and his related trusts converted to Class A Common Stock and the Original Voting Agreement terminated with respect to Mr. Wilkinson.

To clarify, confirm and modify their rights and obligations under the Voting Agreement, Mr. Ulloa and Mr. Zevnik amended and restated the Original Voting Agreement effective as of April 29, 2020 (as amended and restated, the "Voting Agreement"). Pursuant to the Voting Agreement, Messrs. Ulloa and Zevnik have agreed to vote all shares held by them (i) in favor of the election of each of them as directors, (ii) in favor of the election of any other nominee for election as director as directed by Mr. Ulloa, and (iii) any time a matter other than election or removal of directors is submitted to the stockholders of the company, as directed by Mr. Ulloa.

Each of the Reporting Persons holds the shares covered by this statement for investment purposes. The Reporting Persons or their affiliates may purchase additional securities or dispose of securities in varying amounts and at varying times depending upon such Reporting Person's continuing assessments of the Issuer's business, affairs and financial position, other developments concerning the Issuer, the price level of the Issuer's Class A Common Stock, conditions in the securities markets and general economic and industry conditions, as well as other investment opportunities, and may in the future take such actions with respect to his investment in the Issuer as he deems appropriate in light of the circumstances existing from time to time. The Reporting Persons may also discuss items of mutual interest with the Issuer, which could include items in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Mr. Ulloa is the Chairman and Chief Executive Officer of the Issuer, and Mr. Zevnik is a director of the Issuer and accordingly, each of the Reporting Persons, in such respective capacity, may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Except as described in this Schedule 13D and under the Voting Agreement and in each of their current roles as officer and/or director of the Issuer, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence the Board of Directors of the Issuer with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

**Item 5. Interest in Securities of the Issuer**

The information contained in Item 3 of this Schedule 13D is incorporated by reference herein.

(a), (b) The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Shares of Class A Common Stock subject to options, restricted stock units and Class B Common Stock currently exercisable or convertible, or exercisable or convertible within 60 days, are deemed outstanding for determining the number of shares beneficially owned and for computing the percentage ownership of the person holding such convertible securities, but are not deemed outstanding for computing the percentage of any other person. Except as indicated below, the persons and entities named have sole voting and investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

Percentage ownership calculations are based on 59,815,198 shares of Class A Common Stock and 14,927,613 shares of Class B Common Stock outstanding as of May 4, 2020.

Pursuant to the Voting Agreement, Mr. Ulloa and Mr. Zevnik have agreed to vote all shares held by them (1) in favor of the election of each of them as directors, (2) in favor of the election of any other nominee for election as director as directed by Mr. Ulloa, and (3) any time a matter other than election or removal of directors is submitted to the stockholders of the company, as directed by Mr. Ulloa.

As a result of the terms of the Voting Agreement, Mr. Ulloa has shared voting power with respect to 3,438,248 shares of Class B Common Stock and 315,647 shares of Class A Common Stock beneficially owned by Mr. Zevnik. Mr. Zevnik does not share voting power with respect to Mr. Ulloa's shares other than with respect to the limited obligation of Mr. Ulloa to vote his shares in favor of Mr. Zevnik in the election of directors of the Issuer.

Each of the Reporting Persons expressly disclaims beneficial ownership over any shares of Class A Common Stock or Class B Common Stock that they may be deemed to beneficially own solely by reason of the Voting Agreement. The filing of this Schedule 13D shall not be construed as an admission that the Reporting Persons are, for purposes of Section 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this Schedule 13D.

As described in Item 4, Mr. Ulloa and Mr. Zevnik may be deemed to have formed a "group" for purposes of Section 13(d) of the Exchange Act as a result of the agreements set forth in the Voting Agreement. For Section 13(d) purposes, this "group" is deemed to beneficially own an aggregate of 1,146,891 shares of Class A Common Stock and 14,927,613 shares of Class B Common Stock, which represents a beneficial ownership interest in the Issuer's Class A Common Stock (calculated in accordance with Rule 13d-3) of 21.4%. These shares are comprised of the sum of the shares beneficially owned by Mr. Ulloa and Mr. Zevnik.

(c) None of the Reporting Persons has engaged in any transaction with respect to the Class A Common Stock during the sixty days prior to the date of filing of this Schedule 13D.

(d) The beneficial ownership reported for Mr. Ulloa includes (i) 10,599,517 shares held by the Seros Ulloa Family Trust of 1996 and (ii) 889,848 shares held by The Walter F. Ulloa Irrevocable Trust of 1996.

The beneficial ownership reported for Mr. Zevnik includes (i) 10,000 shares of Class A common stock held by The Zevnik Charitable Foundation issuable upon the settlement of restricted stock units releasable within sixty days of May 4, 2020; (ii) 2,887,582 shares of Class B common stock held by The Paul A. Zevnik Revocable Trust of 2000; and (iii) 550,666 shares of Class B common stock held by The Paul A. Zevnik Irrevocable Trust of 1996.

(e) Not Applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The responses set forth in Items 4 and 5 hereof are incorporated by reference in their entirety.

As described more fully in Item 4, Mr. Ulloa and Mr. Zevnik entered into the Voting Agreement effective as of April 29, 2020.

The Voting Agreement expires (i) with the written consent of each of Mr. Ulloa and Mr. Zevnik, or (ii) with respect to Mr. Ulloa, Mr. Zevnik or any other party thereto, in the event such party does not own or hold any shares of Class B Common Stock.

**Item 7. Materials to be Filed as Exhibits**

The following documents are filed as exhibits hereto:

Exhibit Number	Title
99.1	<a href="#">Joint Filing Agreement dated May 15, 2020</a>
99.2	<a href="#">Amended and Restated Voting Agreement dated April 29, 2020</a>



**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 15, 2020

By: /s/ Walter F. Ulloa  
**WALTER F. ULLOA**

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 15, 2020

By: /s/ Paul A. Zevnik  
**PAUL A. ZEVNIK**

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**Section 2: EX-99.1 (EX-99.1)****EXHIBIT 99.1****JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing, along with such other undersigned, on behalf of the Reporting Persons (as defined in the joint filing), of a statement on Schedule 13D (including any amendments thereto) with respect to the shares of Class A Common Stock, par value \$0.0001 per share, of Entravision Communications Corporation beneficially owned by each of them, and agrees that this Joint Filing Agreement be included as an exhibit to such joint filing. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned executed this Joint Filing Agreement as of May 15, 2020.

By: /s/ Walter F. Ulloa  
**WALTER F. ULLOA**

By: /s/ Paul A. Zevnik  
**PAUL A. ZEVNIK**

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**Section 3: EX-99.2 (EX-99.2)****EXHIBIT 99.2****AMENDED AND RESTATED VOTING AGREEMENT**

This Amended and Restated Voting Agreement (this "Agreement") is made and entered into as of April 29, 2020 (the "Effective Date"), by and among Walter F. Ulloa ("Mr. Ulloa"), The Seros Ulloa Family Trust of 1996 (the "Seros Ulloa Family Trust"), The Walter F. Ulloa Irrevocable Trust of 1996 (the "Ulloa Trust"), Paul A. Zevnik ("Mr. Zevnik"), The Paul A. Zevnik Revocable Trust of 2000 (the "Zevnik 2000 Trust") and The Paul A. Zevnik Irrevocable Trust (the "Zevnik 1996 Trust") (each of such parties, a "Stockholder" and together, the "Stockholders"). For purposes of this Agreement: (i) Mr. Ulloa, the Seros Ulloa Family Trust and the Ulloa Trust are referred to collectively as the "Ulloa Parties", and (ii) Mr. Zevnik, the Zevnik 2000 Trust and

the Zevnik 1996 Trust are referred to collectively as the "Zevnik Parties". The parties hereto are sometimes referred to herein as the "Parties".

## RECITALS

A. As of the date hereof, the Stockholders beneficially own in the aggregate all of the issued and outstanding shares of Class B Common Stock, par value \$0.0001 per share ("Class B Stock"), of Entravision Communications Corporation, a Delaware corporation (the "Company"), and certain shares of Class A Common Stock, par value \$.0001 per share ("Class A Stock") of the Company. The Class A Stock and Class B Stock are collectively referred to herein as the "Voting Stock").

B. The Parties are parties to that certain Voting Agreement dated August 3, 2000, by and among the Stockholders, the Company and Philip C. Wilkinson (the "Prior Agreement"). Pursuant to the terms of the Prior Agreement, the Prior Agreement terminated with respect to Mr. Wilkinson in February 2015.

C. In order to clarify and confirm their rights and obligations related to the Company's Voting Stock, the Stockholders hereby desire to amend and restate the Prior Agreement in its entirety.

In consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, had and received, the receipt and sufficiency of which are hereby acknowledged, the Prior Agreement is hereby amended and restated as follows:

## ARTICLE I

### VOTING PROVISIONS

Section 1.1 Nominations to the Board. Each Stockholder agrees to take any and all action, in their capacity as a stockholder, as is necessary to nominate each of Mr. Ulloa and Mr. Zevnik as nominees for election to the Board at each and every annual, special, extraordinary or other meeting of stockholders of the Company (or at any adjournment or postponement thereof or pursuant to any consent in lieu of a meeting or otherwise) at which members of the Board are to be elected, subject at all times to the Company's Constituent Documents and applicable law. In the event that either Mr. Ulloa or Mr. Zevnik at any time resigns from the Board or declines to be nominated for election or reelection to the Board, and does not notify the other within 15 months that he wishes to be re-nominated, then this Section 1.1 will terminate in its entirety and no longer be of any force or effect. Each of the Stockholders shall vote all Voting Securities and take any and all other action, in their capacity as a stockholder, as is necessary to effectuate the designation of nominees pursuant to this Section 1.1.

Section 1.2 Agreement to Vote.

(a) Election of Directors. Each Stockholder agrees that, on and after the date hereof, at each annual, special, extraordinary or other meeting of stockholders of the Company (or at any adjournment or postponement thereof or pursuant to any consent in lieu of a meeting or otherwise) at which members of the Board are to be elected or removed, each Stockholder will vote all Voting

Securities beneficially owned by such Stockholder: (i) in favor of the election of each of Mr. Ulloa and Mr. Zevnik to the Board (if nominated for election, including in accordance with Section 1.1), and against any action that would result in or have the effect of removal of either of Mr. Ulloa or Mr. Zevnik from the Board; and (ii) in favor of the election of any other nominee for election to the Board as directed by Mr. Ulloa.

(b) Other Stockholder Votes. Each Stockholder agrees that any time a matter other than election or removal of directors is submitted to the stockholders of the Company, each Stockholder shall vote all Voting Securities then held by them, whether beneficially or of record, as directed by Mr. Ulloa.

Section 1.3 No Conflict. Each Stockholder shall not enter into any contract, agreement or other instrument, voting agreement, voting trust or similar agreement, grant any proxy, consent or power of attorney or otherwise take any other action, in each case, that would have the effect of impairing, preventing or disabling such Stockholder from complying with the terms of this Agreement.

Section 1.4 Transfer Restrictions. The Stockholders agree that they will not Transfer any Voting Securities to any Affiliate of such Transferring Party unless and until such Affiliate transferee has agreed in writing to be bound by this Agreement by execution of a joinder agreement that complies with the requirements set forth in the definition of Permitted Assign. Except as set forth in this Section 1.4, this Agreement does not restrict the ability of any Stockholder to Transfer any Voting Securities to any non-Affiliate of such Transferring Party at any time or from time to time, and no such non-Affiliate Transferee (and no Voting Securities Transferred to any non-Affiliate provided that following such Transfer no Stockholder beneficially owns such Voting Securities) will be bound by this Agreement. Notwithstanding the foregoing, no Stockholder shall take any knowing or intentional action to deprive any other Stockholder of the benefits and protections afforded by this Agreement, including without limitation Transferring any of the Voting Securities to a Person that is not an Affiliate of such Stockholder in order to avoid such Stockholder's obligations under this Agreement, including with an agreement or understanding that such Voting Securities will be repurchased by such Stockholder or any of its Affiliates free and clear of any restrictions contained in this Agreement or that the Stockholder will retain the economic benefits of the Voting Securities after such Transfer or with an agreement or understanding that such Person will vote such Voting Securities in a manner directed by such Stockholder.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES**

Section 2.1 Each Stockholder represents and warrants that it has the legal capacity to enter into this Agreement and to carry out their obligations hereunder. Each Stockholder represents and warrants that the execution and delivery of this Agreement by such Stockholder has been duly authorized by all necessary action and no other proceedings are necessary to authorize this Agreement or any of the transactions contemplated hereby. Each Stockholder represents and warrants that this Agreement has been duly executed and delivered by such Stockholder, constitutes a valid and binding obligation of each of them and is enforceable against each of them in accordance with its terms. No Stockholder has entered into any contract, agreement or other instrument, voting agreement, voting trust or similar agreement or granted any proxy, consent or power of attorney to any Person with respect to the subject matter hereof.

## **ARTICLE III**

### **DEFINITIONS**

Section 3.1 The following capitalized terms have the corresponding meanings:

“Affiliate” means, with respect to any Person any other Person (other than the Company or any Subsidiary) that directly or indirectly Controls, is Controlled by, or is under common Control with such Person. For each Person that is a natural person, the term “Affiliate” will also be deemed to include a spouse, lineal ancestor, lineal descendant, legally adopted child, brother or sister of such Person, or a lineal descendant or legally adopted child of a brother or sister of such Person.

“beneficially own” has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

“Board” means the board of directors of the Company.

“Constituent Documents” means the Company’s certificate of incorporation, bylaws and other organizational and governing documents and agreements, as each may be amended, supplemented or otherwise modified from time to time.

“Control” (including the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Permitted Assign” means a Transferee of shares of Voting Stock that agrees to become party to, and to be bound to the same extent as its Transferor by the terms of, this Agreement.

“Person” means any natural person, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, governmental authority, or any other organization, irrespective of whether it is a legal entity and includes any successor (by merger or otherwise) of such entity.

“Subsidiary” means any other Person directly or indirectly Controlled by the Company.

“Transfer” (including its correlative meanings, “Transferor”, “Transferee”, “Transferred” and “Transferring”) means any sale, assignment, pledge, hypothecation, encumbrance, disposition, transfer (including, without limitation, a transfer by will or intestate distribution), gift or attempt to create or grant a security interest in any security or interest therein or portion thereof, whether voluntary or involuntary, by operation of law or otherwise.

“Voting Securities” means the Voting Stock (including any securities into which the Voting Stock is exchanged for or converted into, whether pursuant to a split, distribution, reorganization, recapitalization, merger, share exchange, amalgamation or other similar transaction) and any other equity securities that are entitled to vote generally with the Voting Stock (or otherwise) in the election of the members of the Board, in each case that are owned on the date hereof or subsequently acquired by any Stockholder (including any party joined to this Agreement by means of a joinder agreement).

### Section 3.2 Certain Interpretive Matters.

(a) Unless the context otherwise requires, (i) all references to Sections, Articles or Exhibits are to the Sections, Articles and Exhibits of or to this Agreement; (ii) each term defined in this Agreement has the meaning assigned to it; (iii) words in the singular include the plural and vice versa, (iv) the term “including” means “including without limitation”; (v) to the extent the term “day” or “days” is used, it will mean calendar days; and (vi) the words “herein,” “hereby,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, Article or other subdivision.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or any provision of this Agreement.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1 Termination. This Agreement shall terminate: (i) with the written consent of all Stockholders, or (ii) with respect to any particular Stockholder, in the event such Stockholder does not own or hold any shares of Class B Stock.

Section 4.2 Amendment, Modification. This Agreement may be amended or modified, or any provision of this Agreement may be waived, provided that such amendment, modification or waiver is set forth in a writing executed by each of the Stockholders. In the event of any such waiver of any provision of this Agreement, the remainder of this Agreement shall not be affected. No course of dealing or course of conduct between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or waive any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

Section 4.3 Proxy. By the execution of this Agreement, all of the Ulloa Parties give their irrevocable proxy to Mr. Ulloa for all Voting Securities so designated; and all of the Zevnik Parties give their irrevocable proxy to Mr. Zevnik for all Voting Securities so designated; subject at all times to the provisions of this Agreement and applicable law. Such proxies shall be deemed coupled with an interest and are irrevocable for the term of this Agreement.

Section 4.4 Legend on Stock Certificates. To the extent certificated, each Stockholder shall submit to the Company's transfer agent certificates evidencing the Voting Securities now or hereafter owned by the Stockholders at any time during the term of this Agreement, and shall request the transfer agent to imprint on such certificates (or replacement certificates) a restrictive legend (or in the case of uncertificated Voting Securities or those held in direct registration or book-entry form, a notation or statement on the book-entry account) as follows:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS OF A VOTING AGREEMENT DATED APRIL 29, 2020, A COPY OF WHICH IS ON FILE WITH THE CORPORATION. THE SHARES ARE SUBJECT TO CERTAIN VOTING RESTRICTIONS. ANY ACTIONS TAKEN IN CONTRAVENTION TO THAT AGREEMENT SHALL BE NULL AND VOID.

Section 4.5 Successors and Assigns; No Third Party Beneficiaries. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and, except as provided in this Agreement, their respective successors and assigns. This Agreement is not intended to and shall not confer any rights or remedies hereunder upon any person other than the parties hereto, their successors and permitted assigns.

Section 4.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them with respect to the subject matter hereof, including without limitation the Prior Agreement. This Agreement may not be assigned by any Party without the prior written consent of each of the other Parties.

Section 4.7 Severability. In the event that any provision of this Agreement or the application of any provision of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such illegal, invalid or unenforceable provisions shall be replaced with a legal, valid and enforceable provision that as closely as possible reflects the Parties' intent with respect thereto, and the remainder of this Agreement shall not be affected.

Section 4.8 Notices. All notices provided for or permitted under this Agreement shall be made in writing and sent by hand delivery, by registered or certified mail with the U.S. Postal Service (with postage prepaid and return receipt requested), or by overnight courier service to the address of a Party set forth on the signatures pages hereto or to such other address as may be given in writing by any Party to the others. All such notices shall be deemed to have been duly given (a) when delivered by hand, if personally delivered, or (b) the date on which such notice was deposited with the U.S. Postal Service or overnight courier service.

Section 4.9 Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of the State of Delaware, without giving effect to principles of conflicts of law thereof and all Parties, including their successors and assigns, consent to the jurisdiction of the state and federal courts of the State of Delaware.

Section 4.10 Headings and Counterparts. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their meaning, construction or effect. This Agreement may be executed in counterparts (including electronically transmitted counterparts), each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

Section 4.11 Further Assurances. Each Party shall cooperate and take such action as may be reasonably requested by another Party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated by this Agreement.

Section 4.12 Remedies. If any Party breaches or threatens to commit a breach of its obligations under this Agreement, any Party injured or to be injured by such breach, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Parties agree that the provisions of this Agreement shall be specifically enforceable, it being agreed by the Parties that the remedy at law, including monetary damages, for breach of such provision will be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

Section 4.13 Waiver of Jury Trial. Each of the Parties hereby irrevocably waives any and all right to trial by jury of any claim or cause of action in any legal proceeding arising out of or related to this Agreement or the transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party. The Parties each agree that any and all such claims and causes of action shall be tried by a court trial without a jury. Each of the Parties further waives any right to seek to consolidate any such legal proceeding in which a jury trial has been waived with any other legal proceeding in which a jury trial cannot or has not been waived.

Section 4.14 Consent of Spouse. If any Stockholder is married and resides in a community property jurisdiction as of the Effective Date, then such Stockholder hereby represents to the other Parties that such Stockholder has delivered to the other Parties on the date hereof a consent of spouse in the form of Exhibit A attached to this Agreement (“Consent of Spouse”), duly executed by such Stockholder’s spouse. Notwithstanding the execution and delivery thereof, such Consent of Spouse will not be deemed to confer or convey to the spouse any rights in such Stockholder’s Voting Securities that do not otherwise exist by operation of law or by agreement. If any Stockholder should marry or remarry subsequent to the date hereof married and resides in a community property jurisdiction as of the Effective Date, such Stockholder shall within 30 days thereafter obtain such Stockholder’s new spouse’s acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse.

**[SIGNATURES ON FOLLOWING PAGES.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

/s/ Walter F. Ulloa

\_\_\_\_\_  
Walter F. Ulloa

/s/ Edith Seros

\_\_\_\_\_  
Edith Seros, Trustee

The Walter F. Ulloa Irrevocable Trust of 1996

U/A/D October 9, 1996

/s/ Walter F. Ulloa

\_\_\_\_\_  
The Seros Ulloa Family Trust of 1996

*[Signature Page No. 1 to Amended and Restated Voting Agreement]*



/s/ Paul A. Zevnik

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Paul A. Zevnik

/s/ Kevin W. Grenham

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Kevin W. Grenham, Trustee  
The Paul A. Zevnik Irrevocable Trust  
U/T/A dated November 2, 1996

/s/ Paul A. Zevnik

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Paul A. Zevnik, Trustee  
The Paul A. Zevnik Revocable Trust  
U/T/A dated August 25, 2000

*[Signature Page No. 2 to Amended and Restated Voting Agreement]*

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