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Attorneys for Plaintiffs Erika Maldonado and Cynthia Soriano and the proposed class

**In the Superior Court for the
County of Orange**

ERIKA MALDONADO and
CYNTHIA SORIANO,

Plaintiff,

vs.

BROKER SOLUTIONS, INC. d/b/a
NEW AMERICAN FUNDING; and
DOES 1 through 5,

Defendants.

Case No.: 30-2020-01175149-CU-OE-
CJC

**DECLARATION OF JARED
HARTMAN ISO MOTION FOR
APPROVAL OF PAGA
SETTLEMENT**

Date: 1-13-22

Time: 2:00 p.m.

Dept.: CX102

CIVIL COMPLEX CENTER
751 W. SANTA ANA BLVD.
SANTA ANA, CA 92701

Hon. Judge Peter Wilson

1 I, JARED HARTMAN, declare as follows:

2 1. I am a attorney with the law firm Semnar & Hartman, LLP (“Semnar &
3 Hartman”), one of the counsel of record for Plaintiffs. I have personal knowledge of
4 the facts set forth in this declaration, and could testify competently to them if called
5 upon to do so.

6 2. On October 2, 2002, I sent a letter on behalf of Plaintiffs to the Labor and
7 Workforce Development Agency (“LWDA”), notifying it of their intention to proceed
8 with a PAGA lawsuit against Defendant. Attached as Exhibit A is a copy of the letter.

9 3. On December 18, 2020, Plaintiffs filed the above referenced action. Soon
10 after serving the complaint, the Parties entered into informal discussions regarding a
11 settlement of this action. As part of those discussions, Plaintiffs requested, and
12 Defendant provided, data regarding the number of individuals who met the class
13 definition as set forth in the complaint, as well as the number of shifts worked by those
14 individuals. This data demonstrates 381 PAGA group members who performed work
15 as OLAs during the applicable time periods, and that there 11,620 pay periods were at
16 issue.

17 4. On June 24, 2021, the parties participated in an all-day mediation session,
18 which lasted approximately 9.5 hours, with mediator Joel Grossman. The mediation
19 resulted in an agreed upon settlement framework and dollar value of the PAGA claims
20 alleged in Plaintiffs’ Complaint.

21 5. As part of the pre-mediation process, Plaintiffs have calculated the possible
22 damages available to the PAGA class if the case were to proceed to judgment. Based
23 on the 11,620 shifts worked by class members during the class period, total damages for
24 one of Plaintiffs’ claims would be \$1,162,000. As Plaintiffs have pled eight violations
25 of the California Labor Code, if Plaintiffs were to prevail on all of the claims, and the
26 penalties were found to “stack,” the total possible recovery for the PAGA claims would
27 be \$9,296,000.

28 6. In their mediation brief and at mediation, Defendant raised a number of

1 potential defenses. While Plaintiffs are confident in the strength of their case, Plaintiffs
2 recognize that this Court could have found that class members were properly classified
3 as outside sales representatives. Upon such a finding, class members would receive no
4 recovery. In addition, Defendant asserted that, even after a favorable liability finding
5 on all Plaintiffs' claims, penalties under the California Labor Code do not "stack."
6 Under such a scenario, Plaintiffs would only recover \$1,162,000, a significantly
7 reduced amount.

8 7. After the mediation, the Parties worked diligently to draft, finalize and
9 execute the Private Attorneys General Act Settlement Agreement and Release.
10 Attached as Exhibit B is a copy of the executed Settlement and Release.

11 8. In accordance with Labor Code section 2699(l), I will submit the proposed
12 settlement will be submitted to the LWDA at the same time that this motion is
13 submitted to the Court.

14 9. In addition to the PAGA claims, Plaintiffs Maldonado and Soriano have
15 individual claims against Defendant that are currently being adjudicated in arbitration.
16 The release of the PAGA claims was negotiated wholly independently of Plaintiffs'
17 individual claims, as demonstrated by the fact that individual claims have not yet been
18 resolved.

19 10. In my professional opinion, the Settlement Agreement in this matter
20 represents a good result. Defendant has real and reasonable defenses to Plaintiffs'
21 claims in this matter, defenses that could result in no recovery at all. In light of these
22 risks, and the meaningful result obtained in this settlement, I would urge approval of the
23 settlement.

24 **Semnar & Hartman's Lodestar and Billing Rates**

25 11. Semnar & Hartman, LLP has maintained contemporaneous time records
26 since its initial involvement in this matter, and the attorneys from that firm have worked
27 a total of 92.2 hours in this action, for a total lodestar of \$51,270.00. This law firm took
28 the case on a pure contingency, which means there is significant risk of no recovery and

1 loss of significant litigation expenses if the litigation were to fail on the merits.

2 12. The following chart details the time each of the attorneys of Semnar &
3 Hartman, LLP worked on this case and their contribution to Semnar & Hartman's total
4 lodestar:

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Attorney	Total Hours	Billing Rate	Lodestar
Jared M. Hartman	76.2	\$550.00	\$41,910.00
Babak Semnar	16	\$585.00	\$9,360.00
	92.2		\$51,270.00

11

12 13. Semnar & Hartman, LLP has also incurred expenses in this litigation in the
13 total amount of \$5,772.87, which consists of \$2,264.61 in court filing fees and e-filing
14 fees, \$3,144.12 in mediation expenses, \$95.00 for process sever, and \$269.14 in
15 printing and copying/mailing.

16 14. A detailed, itemized billing statement can be provided to the Court if
17 requested.

18 15. I have reviewed the time reported for the attorneys listed in the schedules
19 set forth above. I reduced or eliminated time entries in some instances to ensure that
20 there was no unnecessary duplication of efforts. The lodestar reported in this
21 declaration is reasonable, particularly given the thorough and high quality-legal work
22 performed by Defendant's counsel and in light of our efforts and accomplishments in
23 this litigation.

24 16. In light of the risks inherent in a PAGA case such as this, it is my opinion
25 that the pending settlement is an excellent result. The settlement provides meaningful
26 monetary relief, and not one penny of the settlement fund will revert to the Defendant.

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2 I declare under penalty of perjury under the laws of the United States that the
3 foregoing is true and correct.
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5 Dated: December 10, 2021

6 By: Jared M. Hartman

7 Jared M. Hartman
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EXHIBIT A



SEMNNAR & HARTMAN L L P

41707 Winchester Road, Suite 201
Temecula, California 92590

951.293.4187 Telephone
888.819.8230 Facsimile

October 2, 2020

Via Electronic Submission

Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

Via Certified Mail

BROKER SOLUTIONS, INC.
14511 MYFORD ROAD SUITE 100
TUSTIN CA 92780

Re: Erika Maldonado and Cynthia Soriano v. Broker Solutions, Inc.

NOTICE under Labor Code Section 2699.3(a)(1) of Violations of Cal. Labor Code §§ 203, 210, 225.5, 226, 510, 2802, 11040, 512, 226.7, 221, 223, 1182.12, 1194, and 1194.2

This firm represents Ms. Erika Maldonado and Ms. Cynthia Soriano (hereinafter “Plaintiffs”) in their claims for multiple California Labor Code violations committed against them and all aggrieved employees by Broker Solutions, Inc. (hereinafter “Defendants”).

Plaintiff hereby gives notice pursuant to Labor Code §2699.3(a)(1) that Defendants have violated California Labor Code §§ 203, 210, 225.5, 226, 510, 2802, 11040, 512, 226.7, 221, 223, 1182.12, 1194, and 1194.2. Plaintiffs intend to bring a lawsuit against Defendants under the Private Attorneys General Act, on behalf of the State of California, for civil and statutory penalties as well as damages for violations by Defendants as against Plaintiffs and all aggrieved employees, as well as for costs and attorneys’ fees.

For the purposes of this letter, “aggrieved employees” shall refer to all employees of

Defendants within the State of California within the past year (from the date of this Notice) who have suffered one or more of the violations described below.

Summary of facts

1. Plaintiff Maldonado was hired to start working for NAF on or about November 26, 2018 in the position of Sales Manager.

2. Plaintiff Soriano was hired to start working for NAF on or about January 13, 2020 in the position of Sales Manager.

3. During the relevant time period, Defendants have required all salespersons, regardless of position title, to utilize in the discharge of necessary work duties their personal cellular telephones, including personal cellular telephone service, and to also utilize their personal vehicles to meet with customers and potential customers and to inspect homes and properties, and to also utilize personal home office equipment such as computers and printers and printer ink and paper.

4. Further, Defendants required Plaintiffs and all salespersons, regardless of position or title, to pay out of pocket for their own annual fingerprinting, annual background checks, annual training registration costs, and annual licensing renewal fees, all of which were required to maintain their licensing to perform the work necessary for Defendants.

5. However, Defendants had, and continue to have, a policy and/or practice of failing to provide any reimbursement or stipend to any salespersons, including Plaintiffs and aggrieved employees, for any reimbursement of such personal expenses.

6. Also during the relevant time period, Defendants had, and continue to have, a policy and/or practice of misclassifying commission-based employees, including Plaintiffs and aggrieved employees, as “outside sales persons” in an effort to avoid having to provide Plaintiffs and aggrieved employees with protections they were and are entitled to under California state wage and hour laws.

7. Under Defendants’ pay plan, Plaintiffs and other aggrieved employees were, and are, paid a monthly commission based on the amount of loans that closed in a given month. Defendants provided to Plaintiffs and other aggrieved employees a pre-determined, up-front advance at the beginning of each month, but then deducted (i.e. “clawed back”) those advances from commissions paid each month.

8. The pre-determined, up-front advance each month was not sufficient to pay Plaintiffs and other aggrieved employees any overtime for hours worked more than 8 hours per day or more than 40 hours per week, was not sufficient to pay Plaintiffs and other aggrieved employees any premium wages owed for missed meal and rest breaks, and did not reflect a proper hourly wage for all hours worked.

9. Furthermore, IWC Wage Order No. 4(2)(M) provides the conditions under which

an employee may be deemed exempt as a bona fide “outside salesperson.” An employer must prove that all of the following criteria are met for an employee to qualify for the outside salesperson exemption: (1) A person 18 years of age or over, (2) who customarily and regularly works more than half the working time away from the employer’s place of business, and (3) the working time away from the business is spent selling tangible or intangible items or obtaining orders or contracts for products, services, or use of facilities.

10. Additionally, the courts evaluate four factors in considering a disputed classification under California law. In *Ramirez v. Yosemite Water Co.* (1999) 20 Cal. 4th 785, 803, the Court stated:

A trial court, in determining whether the employee is an outside salesperson, must ... inquire into the *realistic* requirements of the job. In so doing, the court should consider, first and foremost, how the employee actually spends his or her time. But the trial court should also consider whether the employee’s practice diverges from the employer’s realistic expectations, whether there was any concrete expression of employer displeasure over an employee’s substandard performance, and whether these expressions were themselves realistic given the actual overall requirements of the job. (emphasis in original.)

11. Plaintiffs and other aggrieved employees were not employed in an “outside salesperson” capacity within the meaning of IWC Order No. 4, and therefore were misclassified by Defendants as exempt from wage and hour protections, because Plaintiffs and aggrieved employees did not spend more than half of their working time away from Defendants’ place of business selling or obtaining orders.

12. Instead, Plaintiffs and aggrieved employees spend the vast majority of their time (approximately 75-80%) performing *non-sales* tasks, including administrative tasks such as obtaining non-sales related paperwork, to obtain signatures on non-sales related paperwork, attending meetings and trainings, responding to emails and voicemails for non-sales issues, recruiting and training other new loan officers, and making non-sales related phone calls.

13. Defendants had, and continue to have, a policy and/or practice of requiring all salespersons to pay 10% of every loan towards a “loan assistant” who was supposed to help the salespersons with these non-sales administrative tasks, but this “loan assistant” was never provided, which resulted in Plaintiffs and aggrieved employees C having to perform all administrative tasks, even after they had completed a sale. But Plaintiffs and aggrieved employees C still lost the mandatory 10% that was paid to Defendants for no reason other than enriching Defendants at Plaintiffs’ and aggrieved employees’ expense.

14. Plaintiffs and aggrieved employees often work, in a regular week, upwards of 50-60 hours, with only approximately 8-10 of those hours in direct sales-related activities.

15. Despite working upwards of 50-60 hours per week on a regular basis, Plaintiffs and aggrieved employees were paid 100% via commission and never received any hourly wages

or salary.

16. In violation of Labor Code §§1194 and 1197, Defendants failed to pay Plaintiffs and other aggrieved employees for non-sales work time, including mandatory meetings, loan processing, training and coaching sessions, loan tracking, customer surveys, attending open houses, attending events and galas, and engaging in administrative tasks.

17. Plaintiffs and aggrieved employees never received any overtime pay for any hours worked in excess of 8 hours per day nor for any hours worked in excess of 40 hours per week.

18. Plaintiffs and aggrieved employees were never provided the opportunity to take meal or rest breaks, and have never been paid any premium pay for any missed meal or rest breaks.

19. During pay-periods when Plaintiffs and aggrieved employees did not make enough commission to equate to at least a minimum wage, Defendants were obligated to, but failed to, pay Plaintiffs and aggrieved employees a wage of at least minimum wage.

20. Furthermore, Plaintiffs and aggrieved employees were not paid for all hours worked, because all hours worked were not recorded or documented in any way.

21. Although Plaintiffs both quit working for Defendants effective June 2, 2020, Defendants continue to employ hundreds of commission-based employees throughout California and, upon information and belief, continue to misclassify such persons as exempt employees.

22. Plaintiffs both gave more than 72 hours' notice of their resignation.

23. However, Defendants terminated both Plaintiffs short of their noticed date of resignation.

24. Despite being terminated, Plaintiffs did not receive all wages or compensation owed to them promptly at the time of their termination.

25. Plaintiffs are informed and believe that at all times herein mentioned Defendants were advised by skilled lawyers and other professionals, employees, and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

26. Plaintiffs are informed and believe, and thereon allege, that at all times during the relevant time period, Defendants engaged in a systematic business practice and policy of misclassifying Plaintiffs and other aggrieved employees as exempt from the requirements of the California Labor Code and the applicable IWC Wage Orders. As mentioned above, the majority of Plaintiffs' and aggrieved employees' working time outside of the office was spent performing non-sales-related tasks. Defendants willfully, knowingly, and intentionally misclassified Plaintiffs and aggrieved employees and falsely represented to Plaintiffs and aggrieved employees C that they were properly classified, all in order to avoid paying wages and to increase

Defendants' profits.

27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that they were obligated to separately compensate Plaintiffs and aggrieved employees for rest periods and other nonproductive time when paying them on a commission basis at their regular rate of pay. In violation of California law, Defendants failed to separately compensate Plaintiffs and aggrieved employees for rest periods and other nonproductive time.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and aggrieved employees were not paid at least minimum wages for work done off-the-clock.

29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and aggrieved employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiffs and aggrieved employees were not authorized and permitted to take compliant rest or meal periods, nor did Defendants provide Plaintiffs and aggrieved employees with payment of one (1) hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest or meal period.

31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the Labor Code, Plaintiffs and aggrieved employees were not provided complete and accurate wage statements.

32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Orders, but willfully, knowingly, and intentionally failed to do so.

33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and

aggrieved employees did not receive payment of all wages, including but not limited to, minimum wages, compensation for rest periods and other nonproductive time, and/or meal and rest period premiums, within permissible time periods.

34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to payment of wages as designated by statute. In violation of the California Labor Code, Defendants secretly paid Plaintiffs and aggrieved employees lower wages than required by statute while purporting to pay them proper wages.

35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and aggrieved employees were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

36. Plaintiffs are informed and believe, and thereon allege, that at mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs and aggrieved employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely order to increase Defendants' profits.

37. Defendants' conduct, as alleged herein, has caused Plaintiffs and Aggrieved employees damages including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiffs and Aggrieved employees for failing to pay wages and expense reimbursement, as well as failing to pay all wages owed on each pay period, failure to pay all wages owed upon termination, and unfair competition.

Violation of Labor Code § 203—Failure to Pay Wages Promptly Upon Discharge

Pursuant to Labor Code § 203(a), "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Here, because Defendants failed to promptly pay wages owed to Plaintiffs at the time of their termination, Plaintiffs are also owed waiting time penalties provided for in this Section. Because Defendants have failed to timely pay other aggrieved employees their wages as well, then those aggrieved employees are also owed their waiting time penalties. However, Defendants have failed to pay such waiting time penalties, which means those wages are also owed to Plaintiffs and aggrieved employees.

As such, Plaintiffs intend to seek on behalf of themselves and all aggrieved employees all penalties and damages owed under this Section, as well as all penalties and damages owed under Labor Code §§ 203, 210, 218.5, 218.6, 225.5, 2698-2699.5, and any other applicable penalties

owed under the Labor Code.

Violation of Labor Code §210 – For Failure to Timely Pay Wages – Civil Penalty

Labor Code §210 provides that an employer who fails to timely pay aggrieved employees' wages owed as provided in section 204, is liable for a \$100 civil penalty for the initial violation and \$200 plus 25% of the amount withheld for all subsequent violations.

Because Plaintiffs and aggrieved employees are non-exempt, any time working was required to be paid at the employees' regular rate of pay, but in any event not to be less than applicable minimum wage. However, as explained above, Defendant failed to pay Plaintiffs and aggrieved employees for all time spent working.

Violation of Labor Code §225.5 – Civil penalty for Failure to Pay Wages required by statute.

Labor Code §225.5 attaches additional civil penalties to an employer's failure to pay wages as required by statute and as required by contract under Labor Code § 223. Here, because Plaintiffs and aggrieved employees are non-exempt, any time working was required to be paid at the employees' regular rate of pay, but in any event not to be less than applicable minimum wage. However, as explained above, Defendant failed to pay Plaintiffs and aggrieved employees for all time spent working.

Violation of Labor Code §226 – For Lack of Accurate Payroll Records

Labor Code §226 requires employers to furnish each of his or her employees with an *accurate* itemized wage statement, which includes all hours worked, sick time accrued, and premium pay for meal and rest period violations.

Here, Plaintiffs and aggrieved employees were not given accurate itemized wage statements by Defendant, because the statements did not accurately reflect all hours worked, wages owed, overtime wages owed, and premium pay due to Plaintiffs and aggrieved employees because Defendant failed to pay Plaintiffs and aggrieved employees full wages for all hours worked, failed to pay all overtime for all hours worked, and failed to pay premium pay for missed meal/rest breaks.

Violation of Labor Code §510 – For Lack of Overtime/Double-time Compensation

Labor Code §510 requires employers to pay overtime and double-time compensation based on the employees' regular rate of pay.

Here, Defendant failed to pay Plaintiffs and aggrieved employees overtime wages for all hours worked in excess of 8 hours in a day and in excess of 40 hours in a week. For any and all hours worked that put Plaintiffs and aggrieved employees over the threshold of overtime, Defendant has failed to pay such overtime wages.

Violation of Labor Code § 2802 – Failure to Reimburse Business Expenses

Pursuant to Labor Code § 2802, it is unlawful for an employer to fail to reimburse an employee for necessary business expenses actually paid by the employee, or to neglect or refuse to reimburse an employee for his or her expenses or losses incurred in the direct consequence of the discharge of the employee's work duties. Thus, California employees have an explicit right to be reimbursed for business-related expenses, such as equipment, materials, training, and business travel.

Plaintiffs and aggrieved employees were required to incur personal expenses in the discharge of their duties, including but not limited to expense for using their personal cellular telephones, personal cellular telephone service, personal vehicles to meet with customers and potential customers and to inspect homes and properties, also personal home office equipment such as computers and printers and printer ink and paper, and also annual fingerprinting, annual background checks, annual training registration costs, and annual licensing renewal fees.

However, Defendant has refused to reimburse for the required expenses and losses Plaintiffs and aggrieved employees have suffered in the discharge of such duties.

Violation of Calif. Code of Regulations § 11040(11) and (12) – Failure to Provide Timely and Complete Meal and Rest Breaks

Code of Regulations § 11040(11) and (12) entitle Plaintiffs and aggrieved employees to meal and rest periods. If requirements pertaining to timely and uninterrupted meal or rest periods are violated, an employer is required to pay premium pay as follows: “the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

As indicated above, Plaintiffs and aggrieved employees are not afforded the opportunity to take complete and uninterrupted meal and rest breaks in a timely manner. However, Defendants failed to pay the required premium pay to Plaintiffs and aggrieved employees for the breaks not afforded in a timely and uninterrupted manner.

As such, Defendants violated subsections (11) and (12) of this section by not permitting timely and uninterrupted meal and rest breaks, and/or not paying premium pay for the failure to provide proper meal and rest breaks.

Violation of Labor Code §512 –Failure to Provide Meal Breaks

Labor Code §512 forbids employing an employee for more than five hours per day without an uninterrupted meal period of at least 30 minutes absent a written waiver in certain situations. Another meal period of at least 30 minutes must be provided if the employee is going to be employed for more than 10 hours of work absent a written waiver in certain situations.

As indicated above, Plaintiffs and aggrieved employees are not afforded the opportunity

to take complete and uninterrupted meal and rest breaks in a timely manner. However, Defendants failed to pay the required premium pay to Plaintiffs and aggrieved employees for the breaks not afforded in a timely and uninterrupted manner.

As such, Defendants violated this section by not permitting timely and uninterrupted meal and rest breaks, and/or not paying premium pay for the failure to provide proper meal and rest breaks.

Violation of Labor Code §226.7 – Failure to Pay Meal and Rest Break Premium Pay

Labor Code §226.7 requires an employer to provide meal periods and authorize and permit rest periods to its employees that are entitled to those breaks under any Industrial Welfare Commission (“IWC”) Orders, which includes Wage Order 4-2001. Wage Order 4-2001(11) and (12) entitle Plaintiffs and aggrieved employees to meal and rest periods. If requirements pertaining to timely and uninterrupted meal or rest periods are violated, an employer is required to pay premium pay as follows: “the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

As indicated above, Plaintiffs and aggrieved employees are not afforded the opportunity to take complete and uninterrupted meal and rest breaks in a timely manner. However, Defendants failed to pay the required premium pay to Plaintiffs and aggrieved employees for the breaks not afforded in a timely and uninterrupted manner.

As such, Defendants violated this section by not permitting timely and uninterrupted meal and rest breaks, and/or not paying premium pay for the failure to provide proper meal and rest breaks.

Violation of Labor Code §221– For Violating Prohibitions on Repayment of Wages

Labor Code § 221 reads: “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

As indicated in detail above, Defendants have implemented an unlawful policy of forcing employees to have a portion of their commissions each month reduced by the amount of the arbitrary flat-fee provided to Plaintiffs and aggrieved employees at the beginning of each month, effectively forcing Plaintiffs and aggrieved employees to lose a portion of their wages and in turn not being paid for all work performed and not receiving minimum wage or overtime wages for all hours worked.

Violation of Labor Code §223– For Violating Prohibition of Payment of less than statutory or contractual wage scale

Labor Code § 223 reads: “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

As indicated in detail above, Defendants have implemented an unlawful policy of forcing employees to have a portion of their commissions each month reduced by the amount of the arbitrary flat-fee provided to Plaintiffs and aggrieved employees at the beginning of each month, effectively forcing Plaintiffs and aggrieved employees to lose a portion of their wages and in turn not being paid for all work performed and not receiving minimum wage or overtime wages for all hours worked.

Violation of Labor Code §225.5 — Civil penalty for Failure to Pay Wages required

Labor Code §225.5 attaches additional civil penalties to an employer's failure to pay wages as required by statute under Labor Code § 223.

As indicated in detail above, Defendants have implemented an unlawful policy of forcing employees to have a portion of their commissions each month reduced by the amount of the arbitrary flat-fee provided to Plaintiffs and aggrieved employees at the beginning of each month, effectively forcing Plaintiffs and aggrieved employees to lose a portion of their wages and in turn not being paid for all work performed and not receiving minimum wage or overtime wages for all hours worked.

Violation of Labor Code §§ 1182.12, 1194, 1194.2 — Failure to Pay Applicable Minimum Wage

Labor Code § 1182.12 establishes mandatory minimum wages for all industries. Labor Code §§ 1194 and 1194.2 permits employees to bring a civil action to recover lost wages, damages, attorneys' fees, and costs, when their employers pay less than the applicable minimum wage for all hours worked, based on the location where they work.

As indicated in detail above, the pre-determined up-front advance each month was not sufficient to pay Plaintiffs and aggrieved employees for all hours worked each week, which in effect means many times Plaintiffs and aggrieved employees worked for less than mandatory minimum wage.

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Pursuant to Labor Code §2699, *et seq.*, Plaintiffs intend to pursue all the rights and remedies available in a civil action as a representative on behalf of the State. Plaintiffs and aggrieved employees are entitled to civil penalties, statutory damages and attorneys' fees and costs as provided by law.

Please send any and all correspondence regarding this matter and regarding Plaintiffs to our office.

Sincerely,

A handwritten signature in black ink that reads "Jared M. Hartman". The signature is written in a cursive style with a horizontal line underneath the name.

Jared M. Hartman, Esq.
Semnar & Hartman LLP
41707 Winchester Road, Suite 201
Temecula, CA 92590

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Erika Maldonado and Cynthia Soriano v. Broker Solutions, Inc. dba New American Funding (Orange County Superior Court Case No. 30-2020-01175149-CU-OE-CJC)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action will be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein will have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (*Labor Code* § 2698 *et seq.*) Settlement Agreement (“Settlement” or “Settlement Agreement”).

This Settlement Agreement is made by and between Defendant Broker Solutions, Inc. dba New American Funding (“Defendant”) and Plaintiffs Erika Maldonado and Cynthia Soriano (“Plaintiffs”), for themselves and on behalf of the State of California (collectively, the “Parties”).

The Parties agree that the action entitled *Erika Maldonado. et al. v. Broker Solutions, Inc.*, Orange County Superior Court, Case Number 30-2020-01175149-CU-OE-CJC (the “Action”) will be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the total sum of Six Hundred Thousand Dollars (\$600,000) (the “Settlement Sum”) for settlement of the Private Attorneys General Act (“PAGA”) penalties, which will be inclusive of Attorneys’ Fees and Costs to Plaintiffs’ Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Settlement Agreement will have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all current or former California employees of Defendant classified as exempt pursuant to the outside sales exemption at any time during the Release Period. Defendant represents that, as of June 2021, the number of Aggrieved Employees was approximately 381, who worked a total of 11,620 Pay Periods during the Release Period.
- (b) “Complaint” means the Complaint for Enforcement Under the Private Attorney General Act, California Labor Code § 2698, Et Seq filed by Plaintiffs on December 18, 2020 in Orange County Superior Court, Case No. 30-2020-01175149-CU-OE-CJC.
- (c) “Court” means the Superior Court for the State of California, County of Orange.
- (d) “Defense Counsel” or “Counsel for Defendant” is:

Todd R. Wulffson, Esq.
Amy S. Williams, Esq.
Ashley A. Halberda, Esq.
CDF Labor Law LLP
18300 Von Karman Avenue, Suite 800
Irvine, California 92612

(e) "Effective Date" means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Settlement Agreement.

(f) "Plaintiffs' Counsel" is:

Babak Semnar, Esq.
Jared R. Hartman, Esq.
SEMNAR HARTMAN
41707 Winchester Road, Suite 201
Temecula, CA 92590

Matthew R. Wilson, Esq.
Michael J. Boyle, Jr., Esq.
MEYER WILSON CO., LPA
305 W. Nationwide Blvd.
Columbus, OH 43215

(g) "Release Period" means the time period from October 2, 2019 through the Effective Date.

(h) "Released Claims" means all claims for PAGA civil penalties, which occurred during the Release Period, pursuant to Labor Code Section 2698 *et seq.* alleged or that could have been alleged based on the allegations asserted in the Complaint on behalf of the Aggrieved Employees including, but not limited to, claims for the failure to pay all wages, the failure to pay minimum wage, the failure to pay overtime wages, unreimbursed business expenses, failure to provide compliant meal periods and/or pay meal period premiums, failure to authorize and permit compliant rest periods and/or pay rest period premiums, failure to provide and maintain accurate wage statements, failure to pay timely wages at termination of employment, failure to timely pay wages during employment, including but not limited to claims arising under California *Labor Code* sections 201-204, 205.5, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 246, 247.5, 510, 512, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2800, 2802; Cal. Code of Regulations, Title 8, Section 11040, the applicable Industrial Welfare Commission Wage Orders, and the *Business & Professions Code* §17200, *et seq.* as it relates to the underlying *Labor Code* claims referenced above and permissible pursuant to *Labor Code* Section 2699, *et seq.*, and California *Code of Civil Procedure* § 1021.5 to the extent permissible pursuant to *Labor Code* Section 2699, *et seq.*, interest, attorneys' fees and costs.

- (i) "Released Parties" means Defendant and all its present and former parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, and any other individual or entity which could be liable for any of the Released Claims in the Action.

Article II.

Background.

Section 2.01 Background.

- (a) On or about October 2, 2020 Plaintiffs submitted a letter to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA pursuant to PAGA of Plaintiffs' intent to seek civil penalties under PAGA and all other remedies available under PAGA for Defendant's alleged violations of various provisions of the California Labor Code and all applicable Industrial Welfare Commission Wage Orders.
- (b) On December 18, 2020, Plaintiffs filed the Complaint in the Superior Court of the State of California for the County of Orange on a representative basis under PAGA on behalf of Plaintiffs, the State of California and other allegedly aggrieved employees, based on alleged violations of various provisions of the California Labor Code and all applicable Industrial Welfare Commission Wage Orders.
- (c) On June 21, 2021, the Parties mediated the Action during a full-day mediation with mediator Joel Grossman, Esq.
- (d) Through this Action, the Parties have engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Action and potential defenses thereto. The Parties have reached this Settlement only after sufficient discovery and investigation was performed.
- (e) This Settlement contemplates the (a) entry of an order by the Court approving the Settlement; (b) dismissal of the Action with prejudice; and (c) all parties bearing their respective fees and costs except as expressly provided by this Settlement Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining an order from the Court approving this Settlement and distribution of the Settlement Sum as described in Section 3.04 herein. The Parties will seek

to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel.

Plaintiffs' Counsel shall request and be paid one-third (33.33%) of the Settlement Sum, or Two Hundred Thousand Dollars (\$200,000) for attorneys' fees and an amount not to exceed Ten Thousand Dollars (\$10,000) for reimbursement of actual litigation costs (together, "Attorneys' Fees and Costs") from the Settlement Sum, and Defendant will not oppose these requests. Plaintiffs shall request and be paid from the Settlement Sum Five Thousand Dollars (\$5,000) each as enhancement payments ("Enhancement Payments"), and Defendant will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the distribution of the Settlement Sum as described in this Settlement Agreement.

Section 3.02 Interim Stay of Proceedings

The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement Agreement, pending the Court's approval of the Settlement Agreement.

Section 3.03 Court Approval.

The Parties will seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel and Defense Counsel will jointly lodge this Settlement Agreement with the Court for its approval. The Court's approval of the payment of the Settlement Sum as described herein will be embodied in a written order.

Section 3.04 Deposit of Settlement Sum with Settlement Administrator

- (a) The Parties agree to retain Simpluris to serve as the settlement administrator ("Settlement Administrator"). The Parties each represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that creates or could create a conflict of interest.
- (b) No later than thirty (30) calendar days after the Effective Date, Defendant shall deposit the Settlement Sum with the Settlement Administrator.

Section 3.05 Settlement Payments.

- (a) Payment to the Aggrieved Employees and the LWDA.

Payment will be provided to the Aggrieved Employees in the following manner:

- (1) No later than thirty (30) calendar days after the Effective Date, Defendant will provide to the Settlement Administrator a list in Microsoft Excel format containing each Aggrieved Employee's (i) full name, (ii) last known mailing address, (iii) Social Security number, and (iv) dates worked for Defendant in California during the Release Period ("Settlement List").
- (2) Within fifteen (15) calendar days of receipt of the Settlement List, the Settlement Administrator will update the mailing addresses contained in the Settlement List using the NCOA database and mail the Individual Settlement Payments (defined below) to the Aggrieved Employees.
- (3) The Settlement Administrator shall concurrently submit the LWDA Payment (defined below) to the LWDA.
- (4) For each Individual Settlement Payment that is returned as undeliverable, the Settlement Administrator will perform a skip-trace search to locate an updated mailing address for the Aggrieved Employee, and re-mail the Notice and Individual Settlement Payment within five (5) calendar days.
- (5) All costs incurred by the Settlement Administrator in connection with the current Settlement, including mailing of the Notice described herein ("Administration Costs") will be paid out of the Settlement Sum. Administration Costs are not expected to exceed Eight Thousand Dollars (\$8,000); to the extent they exceed this amount, they will be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, the difference will be added to the Net Settlement Amount.

Section 3.06 Settlement Payment Procedures.

(a) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties will be calculated by deducting Attorneys' Fees and Costs (\$200,000 and \$10,000, respectively), Enhancement Payments (\$10,000), and Administration Costs (\$8,000) from the Settlement Sum ("Net Settlement Amount"). The Net Settlement Amount is estimated to be approximately Three Hundred Seventy-Two Thousand and Two Hundred Dollars (\$372,000).

Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA ("LWDA Payment"); the remaining twenty-five percent (25%) of the Net Settlement Amount ("Employee Net Settlement Amount") will be paid to the Aggrieved Employees *pro rata* based on the number of weeks each of them worked during the Release Period ("Pay Period(s)"). Pay Periods will be calculated based on the number of pay periods an employee worked for Defendant as a non-exempt employee in California October 2, 2019 to the date the Court enters the order approving this Settlement. All Aggrieved Employees will be credited with at least one Pay Period.

The Settlement Administrator will calculate each Aggrieved Employee's Individual Settlement Payment as follows:

- The Settlement Administrator will determine the number of Pay Periods worked by each Aggrieved Employee based on the dates of employment provided in the Settlement List.
- The Settlement Administrator will divide each Aggrieved Employee's individual number of Pay Periods by the total aggregate number of Pay Periods for all Aggrieved Employees.
- The Settlement Administrator will multiply the resulting amount by the Employee Net Settlement Amount to yield each Aggrieved Employee's Individual Settlement Payment.

One hundred percent (100%) of the Individual Settlement Payments are considered penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash their Individual Settlement Payment check may receive an IRS Form 1099 for their Individual Settlement Payment, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The expiration date on the Individual Settlement Payment checks will be one hundred eighty (180) calendar days from the date the settlement checks are issued. If any Aggrieved Employee does not cash or deposit his/her settlement check within one hundred eighty (180) calendar days, the check will be void and the uncashed funds associated with each settlement check will escheat to the State Controller to be deposited in the California Unclaimed Property Fund in the Aggrieved Employee's name.

(b) Attorneys' Fees and Costs and Enhancement Payment.

Within fifteen (15) calendar days after receipt of the Settlement Sum, the Settlement Administrator shall distribute the Attorneys' Fees and Costs to Plaintiffs' Counsel and the Enhancement Payments to Plaintiffs.

(c) Settlement Administrator Expenses.

Within five (5) business days following the distribution of Attorneys' Fees and Costs to Plaintiffs' Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and the Employee Net Settlement Amount to Aggrieved Employees, the Settlement Administrator shall pay the Administration Costs to itself for its administration fees.

Article IV.

Limitations on Use of This Settlement.

Section 4.01 No Admission.

This Settlement Agreement and compliance with this Settlement Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant

of any violations of Plaintiffs' or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiffs, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Settlement Agreement nor any of its terms will be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this will not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

Section 4.03 Nullification.

(a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Settlement Agreement, then, at the sole discretion of Defendant (a) this Settlement Agreement shall be considered null and void, (b) neither this Settlement Agreement nor any of the related negotiations or proceedings will be of any force or effect, and (c) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court.

(a) Invalidation of any material portion of this Settlement Agreement will, at the sole discretion of Defendant, invalidate this Settlement Agreement in its entirety.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon the Effective Date of this Settlement Agreement, Plaintiffs, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Settlement Agreement may be amended only by a written agreement that is (a) signed by both Parties or their counsel, and (b) approved by the Court. Any waiver of any provision of this Settlement Agreement will not constitute a waiver of any other provision of this Settlement Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Settlement Agreement are for the sole benefit of the Parties under this Settlement Agreement, and will not be construed to confer any right or to avail any remedy to any other person. Plaintiffs expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Settlement Agreement.

Section 6.04 Governing Law.

This Settlement Agreement will be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Settlement Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Settlement Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiffs' Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument. It will not

be necessary in making proof of this Settlement Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiffs shall each bear their own attorney's fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Settlement Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Settlement Agreement will bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Settlement Agreement, this Settlement Agreement will be enforceable by the Court pursuant to *Code of Civil Procedure* Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Settlement Agreement.

Section 6.12 No Public Disclosure.

Except as necessary to obtain Court approval, Plaintiffs and Plaintiffs' Counsel will not make any public disclosure of this Settlement. Plaintiffs' Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of this Settlement. Plaintiffs' Counsel will not include, use or comment upon the settlement for any marketing or promotional purposes.

Plaintiffs and Plaintiffs' Counsel will not initiate any communications with and, if contacted by the media, will only discuss information publicly available. Plaintiffs' Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. Plaintiffs' Counsel further agrees not to use the settlement of the Action or any of their terms for any marketing purposes. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience.

Section 6.13 Right to Reopen Proceedings.

The Parties agree that, in the event the Settlement is not approved by the Court, or if the Settlement is terminated by either Party under the provisions of the long-form Settlement and Release of PAGA Claim, the Parties will request that the Court reopen proceedings within thirty (30) calendar days.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

[Signatures on next page]

Dated: November 24, 2021

BROKER SOLUTIONS, INC. dba NEW
AMERICAN FUNDING

By: Kenneth J. Block
Ken Block
General Counsel

Dated: _____, 2021

ERIKA MALDONADO

Dated: Nov 8, 2021

[Signature]
CYNTHIA SORIANO

Dated: Nov. 8, 2021

MEYER WILSON CO., LPA

By: [Signature]
Matthew R. Wilson, Counsel for
Plaintiffs Erika Maldonado and Cynthia
Soriano

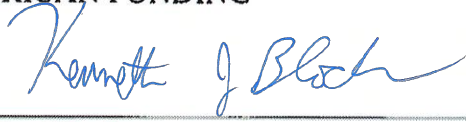
Dated: _____, 2021

CDF LABOR LAW LLP

By: _____
Amy S. Williams, Counsel for Defendant
Broker Solutions, Inc. dba New American
Funding

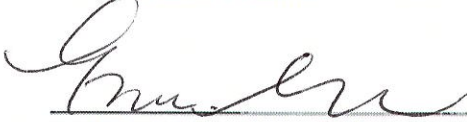
Dated: November 24, 2021

BROKER SOLUTIONS, INC. dba NEW
AMERICAN FUNDING

By: 

Ken Block
General Counsel

Dated: Nov 8, 2021

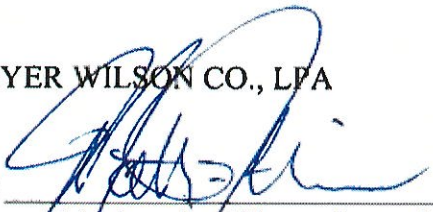

ERIKA MALDONADO

Dated: _____, 2021

CYNTHIA SORIANO

Dated: Nov. 8, 2021

MEYER WILSON CO., LPA

By: 

Matthew R. Wilson, Counsel for
Plaintiffs Erika Maldonado and Cynthia
Soriano

Dated: Nov. 29, 2021

CDF LABOR LAW LLP

By: 

Amy S. Williams, Counsel for Defendant
Broker Solutions, Inc. dba New American
Funding