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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Elizabeth Reyna, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, v. Eagle Community Credit Union, a California corporation; and DOES 1-50, inclusive, Defendants.	Case No. 30-2021-01225885-CU-OE-CXC Honorable Melissa R. McCormick Department CX-104 **DECLARATION OF DANIELLE L. GRUPPCHANG IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND AWARD OF ATTORNEY'S FEES AND LITIGATION EXPENSES, GENERAL RELEASE FEE, AND ADMINISTRATION EXPENSES PAYMENT** [Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Litigation Expenses, General Release Fee, and Administration Expenses Payment; Declaration of Plaintiff; and [Proposed] Order filed concurrently herewith.] Reservation No.: 74254982 Date: August 1, 2024 Time: 2:00 pm Dept: CX-104 Complaint Filed: October 12, 2021 Trial Date: None Set

DECLARATION OF DANIELLE L. GRUPPCHANG

I, Danielle L. GruppChang**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Brock & Gonzales, LLP, attorneys of record for Plaintiff Elizabeth Reyna ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2016, I graduated from *University of California Hastings College of the Law* with a Juris Doctor degree. While at *University of California Hastings College of the Law*, I competed in negotiation and mediation competitions nationally and internationally. In June of 2013, I obtained a Bachelor of Arts degree in Political Science with a Pre-Law concentration and a Communication Studies minor from *California Polytechnic State University, San Luis Obispo*.

EXPERIENCE

3. In January of 2017, I obtained a license to practice law from the California State Bar. From approximately April 2017 to approximately April 2021, I was employed by the law firm of *Lawyers for Justice, PC*.

4. At *Lawyers for Justice PC*, my practice focused on entirely on wage and hour class actions. While employed by *Lawyers for Justice, PC*, I argued approximately 50 motions, took or defended depositions, was involved in the settlement of approximately 100 class and/or PAGA actions, and was personally appointed class counsel in multiple class actions.

D. AARON BROCK'S EDUCATION AND EXPERIENCE

5. In 2005, D. Aaron Brock graduated from *Loyola Law School, Los Angeles* with a Juris Doctor degree. During law school, Brock was an extern in the United States Federal District Court. In 2002, Brock graduated from *Loyola Marymount University* with a Bachelor of Arts degree in History.

6. Brock obtained his license to practice law from the California State Bar in March 2006. In approximately July 2016, Brock was one of the founding partners of *Brock & Gonzales, LLP*. From approximately 2013 to 2016, Brock was a partner at the law firm *JML Law, APLC*. From approximately

2009 to 2012, Brock was employed by the law firm *Taylor & Ring*. From approximately 2012 to 2013, Brock was employed by the law firm *The Lanier Law Firm*.

7. Throughout his career, Brock has represented hundreds of individuals in employment and personal injury cases. He has acted as trial counsel in multiple cases to verdict, including a trial which resulted in the largest wrongful termination verdict ever granted in Tulare County Superior Court. Brock has taken and defended over 1,000 depositions of plaintiffs, defendants, and expert witnesses, argued a large volume and variety of motions, including over 100 motions for summary judgment, and attended more than 400 mediations, early neutral evaluations, and mandatory settlement conferences. Brock has been acknowledged as a Southern California Super Lawyer Rising Star for 12 years and as a Super Lawyer for 2 years. Brock has recovered millions of dollars in verdicts and settlements for his clients.

8. Since its inception, in or around July 2016, Brock & Gonzales, LLP has almost exclusively focused on the prosecution of plaintiff-side employment cases as well as personal injury cases. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in the State of California. Our firm has successfully litigated cases involving the wage and hour law in California. During this relatively short time, we have recovered millions of dollars on behalf of hundreds of employees in California.

APPROVAL OF SETTLEMENT

9. Marked and attached hereto as "**EXHIBIT 1**" is the PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Elizabeth Reyna, for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the PAGA, and Defendant Eagle Community Credit Union ("Defendant"). The parties have also drafted and agreed to the form and content of a [Proposed] Cover Letter ("Cover Letter") for mailing to Aggrieved Employees when settlement payments are distributed to them, in substantially the form attached as "Exhibit 1" to the [Proposed] Order and Judgment of Granting Approval of Private Attorneys General Act Settlement Agreement and Award of Attorney's Fees and Litigation Expenses, General Release Fee, and Administration Expenses Payment. PAGA Counsel respectfully requests that the Court approve the proposed Cover Letter.

10. The aggrieved employees covered by the Settlement consist of the following individuals: Plaintiff and all persons employed by Defendant as hourly-paid or non-exempt employee in California at any time during the PAGA Period ("Aggrieved Employees"). The PAGA Period is the time period from July 31, 2020 to October 2, 2023.

11. It should also be noted that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on July 28, 2021 sent by U.S. Certified Mail. The LWDA did not respond to the notice that was sent on behalf of Plaintiff.

12. The effectiveness of PAGA Counsel, Brock & Gonzales, LLP, in prosecuting this case has translated into the recovery of a substantial sum of monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements of this type; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in formal and informal discovery, the parties participated in settlement negotiations to try to resolve the lawsuit. These efforts included participating in a full-day mediation on June 20, 2023 conducted by Jeffrey Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. During mediation, the parties discussed all aspects of the case, including the risks and delays of further litigation, the risks to the parties of proceeding with trial, the law relating to representative PAGA actions, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

14. Prior to reaching the Settlement, the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the PAGA claims. PAGA Counsel conducted significant

formal and informal discovery and exchanged of a large volume of pages of data and documents with Defendant's counsel. The documents and data that were reviewed and analyzed by PAGA Counsel including and not limited to: hiring materials (including but not limited to, employment application, pre-hire packet, Labor Code section 2810.5 notice, and background check paperwork), various agreements (including but not limited to, arbitration agreements and employment at will agreements), payroll paperwork (including but not limited to, tax forms, deduction authorization forms, and pay date and time sheet schedules), various forms (including but not limited to, personnel status change forms and employee separation forms), training materials (including but not limited to, ThinkHR training records and training transcripts), acknowledgements (including but not limited to, Handbook Acknowledgement Form and California Notifications Form Acknowledgement), performance reviews, and a sampling of Time records, punch detail records, payroll data, and wage statements.

15. Counsel for the parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by PAGA Counsel included but was not limited to: meeting and conferring with Defendant's counsel regarding the discovery, mediation, and settlement, among other issues; participating in case strategy and analysis; drafting, reviewing, and revising the pleadings and mediation brief; and preparing for and attending mediation and settlement negotiations.

16. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

17. The "Gross Settlement Amount" means the amount of $150,000 that Defendant will pay under the Settlement. The Settlement Agreement provides that the PAGA Penalties will be the Gross Settlement Amount, less the following amounts: (1) PAGA Counsel Fees Payment in the amount of up to $50,000 and PAGA Counsel Litigation Expenses Payment of up to $15,000 to PAGA Counsel; (2) Administration Expenses Payment of up to $5,000 to the Settlement Administrator; and (3) General Release Fee of up to $10,000.00 to Plaintiff. Assuming that PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and General Release Fee are

approved by the Court in these amounts, the PAGA Penalties is estimated to be approximately $70,000. However, PAGA Counsel's Litigation Expenses Payment is capped at $20,000 (whereas actual Litigation Expenses Payment are currently only $12,857.47, inclusive of the costs of the filing of the present motion) and the Administration Expenses Payment are currently capped at $5,000, so the PAGA Penalties is currently estimated to be $70,000. The PAGA Penalties will be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the PAGA Penalties will be distributed to the LWDA (i.e., LWDA PAGA Payment), which is estimated to be $17,500 and twenty-five percent (25%) of the PAGA Penalties, which is estimated to be $52,500, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on each Aggrieved Employee's number of PAGA Pay Periods.

18. The parties have agreed to retain Rust Consulting, Inc. ("Rust" or "Settlement Administrator") to handle the administration of the Settlement, and the parties respectfully request that this Court appoint Rust to serve as the Settlement Administrator. An amount not to exceed $5,000 has been allocated to the Administration Expenses Payment and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

NATURE AND VALUE OF THE PAGA CLAIM

19. Based on investigation and information discovered, PAGA Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While PAGA Counsel believes that the PAGA claims have merit and that Plaintiff would ultimately succeed in this litigation and prevail at trial, Plaintiff and PAGA Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, unpaid minimum and overtime wages, non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claims require individualized inquiries that would render adjudication of the PAGA claims unmanageable or at odds with Defendant's right to due process.

20. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claims, Plaintiff would have to prove the underlying violations of the California Labor Code and demonstrate that Aggrieved Employees suffered. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep and maintain complete and accurate payroll records, and failing to reimburse business expenses and costs.

21. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than the Settlement.

22. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as aggrieved employees and denies that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where

certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

23. The parties had the opportunity to review documents and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant as well as information regarding Defendant's operations and employment policies, practices, and procedures, in an effort to determine the potential value and strength of the PAGA claims. Counsel for the parties invested time reviewing and analyzing the relevant documents and data, and this information made it possible to calculate the potential value of the PAGA claims. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the claims asserted in this case, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Jeffrey Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial and/or appeals.

24. Based on data provided by Defendant, as of approximately April 2023, it was estimated that one hundred one (101) Aggrieved Employees worked approximately three thousand nine hundred thirty nine (3,939) pay periods within the relevant time period. Based thereon, if Plaintiff could successfully prove each of her allegations occurred against every single aggrieved employee at least once during each pay period, the total maximum penalties would be as follows:

PAGA Penalties	Maximum Value	Statutory Basis for Penalty
1. Failure to Pay Overtime	$388,850	Cal. Lab. Code § 558 (a)
2. Failure to Pay Minimum Wages	$969,600	Cal. Lab. Code § 1197.1
3. Failure to Provide Complaint Meal Periods and Associated Premiums	$388,850	Cal. Lab. Code § 558 (a)
4. Failure to Provide Complaint Rest Periods and Associated Premiums	$969,600	Cal. Lab. Code § 2699(f)

5. Failure to Timely Pay Wages During Employment	$388,850	Cal. Lab. Code § 2699(f)
6. Failure to Timely Pay Wages Upon Termination	$3,100	Cal. Lab. Code § 210 (a)(1)
7. Failure to Provide Complaint Wage Statements	$3,863,250	Cal. Lab. Code § 226.3
8. Failure to Maintain Requisite Payroll Records	$50,500	Cal. Lab. Code § 1174.5
9. Failure to Reimburse Necessary Business Expenses	$388,850	Cal. Lab. Code § 2699(f)

25. Plaintiff recognizes that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative-basis is clear-cut, which is why Plaintiff and Defendant elected to reach a settlement. Taking into consideration the risks of the Court finding the case unmanageable, the risks of prevailing on the merits of the underlying California Labor Code violations, and the risk that the Court may exercise its discretion to reduce and/or assess lower penalties as well as the possibility that that heightened penalties would not apply or that stacking and/or cumulative penalties would not be allowed, Class Counsel applied significant discounts to arrive at a realistic value of all claims. PAGA Counsel applied appropriate discounts in light of the defenses asserted, information and evidence obtained, and circumstances in the case, which posed risks to representative adjudication and monetary recovery. Considering the facts of this case and the uncertainty of further litigation, PAGA Counsel believes the Settlement represents a fair, adequate, and reasonable resolution of the action and is in the best interests of the Aggrieved Employees and the State of California.

ATTORNEYS' FEES AND COSTS

26. As set forth more fully in the accompanying Motion, PAGA Counsel seeks attorneys' fees in the amount of $50,000.00, which represents one-third (1/3) of the Gross Settlement Amount, as provided by the Settlement Agreement. This percentage award is commensurate with: (1) the risk that PAGA Counsel took in commencing the case; (2) the time, effort, and expense that PAGA Counsel dedicated to the case; (3) the skill and determination that PAGA Counsel has shown; (4) the results that PAGA Counsel has achieved throughout the litigation; (5) the value of the settlement that PAGA

Counsel has achieved for the Plaintiffs, the State of California, and Aggrieved Employees; and (6) the other cases that PAGA Counsel has turned down in order to devote its time and efforts to this matter.

27. PAGA Counsel has spent over **120 hours** to obtain a recovery on behalf of Plaintiff, the State of California, and Aggrieved Employees. These hours include work done by myself and several of the firm's other attorneys, it is not inclusive of time spent by paralegals or other support staff. The table set forth below outlines the approximate number of hours spent on each stage of litigation and includes an exemplar list of tasks included at each stage.

Stage of Litigation	**Work Hours**
Pre-Litigation - Pre-lawsuit investigation of relevant facts surrounding Plaintiff's allegations - Initial valuation of Plaintiff's and aggrieved employees' wage and hour claims - Investigations of Defendant and Defendant's business, location, and industry - Research and investigation into Defendant's policies, practices, and procedures relating to Plaintiff's allegations - Research into the current law and recent developments into the relevant California law - Review and analysis into Plaintiff's employment records produced in response to Plaintiff's record request - Prepare discovery and litigation plan - Draft and mail notice to the California Labor Workforce Development Agency regarding Plaintiff's allegations	6 hours
Court Hearings and Appearances - Prepare for court appearances - Review Court's rulings and orders - Meet and confer with defense counsel regarding future appearances	4 hours
Pleadings and Court Filings - Research and draft pleadings and statements, etc. - Review and analyze Defendant's filings - Meet and confer with defense counsel prior to filing - Meet and confer with defense counsel regarding potential motion practice	5.5 hours
Motion Practice - Research applicable law and recent developments of applicable law - Draft Plaintiff's motion for approval of PAGA settlement	25 hours

- Draft accompanying declaration of Danielle L. GruppChang, Elizabeth Reyna, and proposed order	
<u>Discovery</u> - Draft and mail request for Plaintiff's records to Defendant - Draft and propounded multiple sets of formal written discovery onto Defendant, review Defendant's responses thereto, and meet and confer with defense counsel regarding additional discovery, supplemental responses, and potential motion practice - Meet and confer with defense counsel regarding the parties' resources and the advantages of engaging in informal discovery and a stay of formal discovery - Meet and confer with defense counsel regarding production of documents prior to mediation - Review and analyze data and documents provided by defense counsel	22.5 hours
<u>Mediation</u> - Prepare outlines and indexes of documents provided by Defendant - Engage and work with third party data analysis firm to perform analysis on data produced by Defendant - Review and analyze data findings - Draft mediation brief, compile accompanying exhibits, and submit to the mediator - Attend mediation session	28 hours
<u>Settlement Agreement, Settlement Administration / Compliance</u> - Research and draft settlement agreement and exhibit thereto - Meet and confer with defense counsel to finalize settlement agreement and exhibits - Seek administration quotes from settlement administrators - Communicate with Rust regarding and oversee the administration of the Settlement (*anticipated*) - Draft and file compliance declarations as necessary (*anticipated*)	14.5 hours
<u>Communicating with Plaintiff</u> - Communicate with Plaintiff throughout this matter - Answer questions and respond to Plaintiff's inquiries - Strategize and discuss matter with Plaintiff	18.5 hours

28. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex employment actions, support a reasonable hourly rate of compensation at the rate of at least

$750 for work performed by PAGA Counsel.

29. The Settlement Agreement provides for reimbursement of Litigation Expenses and expenses in an amount up to $15,000. PAGA Counsel seeks only reimbursement for actual expenses and costs incurred which is currently estimated to be $12,857.47 as reflected in the Case Cost Detail attached hereto as **"EXHIBIT 2."** PAGA Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained. PAGA Counsel litigated this case with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

30. PAGA Counsel respectfully requests that the Court approve General Release Fee to Plaintiff in the amount of $10,000.00 to be paid from the Gross Settlement Amount. The proposed General Release Fee is fair and appropriate. Plaintiff has spent a substantial amount of time and effort gathering and producing relevant documents and information, providing the facts and evidence necessary to attempt to prove the allegations, and speaking with other Aggrieved Employees about the case, discussing her employment with her counsel. Plaintiff was available whenever her counsel needed them and actively tried to obtain information that would benefit the prosecution of the case. Plaintiff also has agreed to give a broader general release under California Civil Code Section 1542. Accordingly, it is appropriate and just for Plaintiff to receive General Release Fee, in addition to her Individual PAGA Payment.

31. PAGA Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of the State of California and other Aggrieved Employees given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 22nd day of March 2024, at Los Angeles, California.

Danielle L. GruppChang

Danielle L. GruppChang

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Elizabeth Reyna and defendant Eagle Community Credit Union ("ECCU"). The Agreement refers to Plaintiff and ECCU collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against ECCU captioned *Reyna v. Eagle Community Credit Union* initiated on October 12, 2021 and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Rust Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all persons employed by Defendant as an hourly-paid or non-exempt employee in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in ECCU's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Orange.

1.8. "Defense Counsel" means Mark K. Worthge and Alexandria K. Hobson of the law firm Litchfield Cavo LLP located at 2 North Lake Avenue, Suite 400, Pasadena, California 91101.

1.9. "Effective Date" means the date by when the Settlement contained herein is approved by the Court without any material modification of the settlement terms agreed to by the parties.

1.10. "General Release Fee" means $10,000 to be paid to Plaintiff Reyna in exchange for her general release and for the services she performed in initiating and litigating the present action.

1.11. "Gross Settlement Amount" means $150,000 which is the total amount ECCU agrees to pay under the Settlement except as provided in Paragraph 8 below. Except as provided in Paragraph 8 below, The amount of One Hundred and Fifty Thousand Dollars only ($150,000.00) is intended to and shall be a hard and inviolable cap; in no event shall Defendant, its insurers, or any of the Released Parties ever be liable for any amount whatsoever in excess of the Settlement Fund of One Hundred and Fifty Thousand Dollars only ($150,000.00), regardless of any circumstances whatsoever. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Fee, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon Approval of the Settlement.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means D. Aaron Brock, Erica Gonzales, and Danielle L. GruppChang of the law firm Brock & Gonzales, LLP located at 6701 Center Drive West, Ste. 610, Los Angeles, California 90045, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ECCU for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from July 31, 2020 to October 2, 2023.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Notice" means Plaintiff's July 28, 2021 letter to ECCU and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($17,500) and the 75% to LWDA ($52,500) in settlement of PAGA claims.

1.24. “Plaintiff” means Elizabeth Reyna, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means: ECCU and their past, present, and future subsidiaries, parents, affiliates, predecessors, insurers (including TruStage, formerly CUNA Mutual Insurance Company), agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other respective current or former trustees and administrators, agents, employees, and fiduciaries.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “ECCU” means named Defendant Eagle Community Credit Union. .

2. **RECITALS**.

2.1. On October 12, 2021, Plaintiff commenced this Action by filing the Complaint for Civil Penalties and Enforcement Under the Private Attorneys General Act (the “Operative Complaint”) alleging ECCU owes civil penalties under PAGA due to violations of California Labor Code. ECCU denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to ECCU and the LWDA by sending the PAGA Notice.

2.3. On June 20, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a large volume of payroll and timekeeping data as well as Defendant’s written policies, documents and agreements.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ECCU promises to pay One Hundred and Fifty Thousand Dollars only ($150,000.00) and no more as the Gross Settlement Amount. ECCU has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ECCU.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 which is currently estimated to be Fifty Thousand Dollars only (50,000.00) and PAGA Counsel Litigation Expenses Payment currently estimated to be Fifteen Thousand Dollars only (15,000.00. ECCU will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds ECCU harmless, and indemnifies ECCU, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount estimated to be $70,000.00 to be paid from the Gross Settlement Amount, with 75% ($52,500) allocated to the LWDA PAGA Payment and 25% 17,500.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4. To the Plaintiff: a General Release Fee not to exceed $10,000.00 to be paid from the Gross Settlement Amount as consideration for her general release and for the work she has performed in initiating and litigating the present matter.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to April 2023, ECCU estimates there are 101 Aggrieved Employees who worked a total 3,939 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within three (3) business days of the Effective Date, ECCU will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. ECCU has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which ECCU must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. ECCU shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within thirty (30) calendar days after the Effective Date, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within two (2) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate ECCU to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when ECCU fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release.

Plaintiff will also enter into a general release of her individual claims against the Released Parties that have or may have accrued during the pendency of this action through to the Effective Date, including a waiver of rights under California Civil Code Section 1542, or other similar statutes, that she may have against Defendant and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

California Civil Code Section 1542 states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The general release will not include a release of any claim that cannot be waived, including but not limited to workers' compensation claims.

Plaintiff has closed her accounts with Defendant, voluntarily resigns her Membership with Defendant, and will not seek Membership or services with Defendant in the future.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA civil penalties alleged in the operative complaints, Plaintiff's PAGA Notice, or could have been alleged based on the claims alleged pertaining to Plaintiff and the Aggrieved Employees alleged in the Operative Complaint or PAGA Notice that have or may have accrued during the pendency of this action through to the Effective Date. This includes, but is not limited to claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 206.5, 210, 212, 213, 218, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and the California Industrial Welfare Commission Wage Orders (the "Released PAGA Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 [Intentionally Left Blank.]

7.3 [Intentionally Left Blank.]

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, ECCU estimates that, as of April 2023, there were 101 Aggrieved Employees who worked 3,939 Pay Periods. If the actual amount of Pay Periods from July 31, 2020 to April 2023 exceeds 3,939 by more than 10%, the Gross Settlement Amount will be increased by 1% of every 1% increase over 10%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties pursuant to California Code of Civil Procedure section 664.6 and the Court's inherent powers to enforce settlement agreements, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. If either Party believes that a dispute exists arising out of or relating to this Agreement, it shall notify the other Party in writing. The Parties shall thereafter meet and confer in good faith for at least thirty (30) calendar days in an effort to resolve the dispute before initiating any proceedings. Each Party shall bear its own attorney's fees and costs in such proceedings.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ECCU that any of the allegations in the Operative Complaint have merit or that ECCU has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ECCU's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, ECCU reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest ECCU's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ECCU, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, ECCU nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ECCU in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ECCU unless, prior to the Administrator's payment of all Settlement Funds, ECCU makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Danielle L. GruppChang
BROCK & GONZALES, LLP
6701 Center Drive West, Ste 610
Los Angeles, California 90045

To ECCU:

Mark K. Worthge
Alexandria K. Hobson
LITCHFIELD CAVO LLOP
2 North Lake Avenue, Suite 400
Pasadena, California 91101

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: March 3-11, 2024

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purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ECCU unless, prior to the Administrator's payment of all Settlement Funds, ECCU makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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To Plaintiff:

Danielle L. GruppChang
BROCK & GONZALES, LLP
6701 Center Drive West, Ste 610
Los Angeles, California 90045

To ECCU:

Mark K. Worthge
Alexandria K. Hobson
LITCHFIELD CAVO LLOP
2 North Lake Avenue, Suite 400
Pasadena, California 91101

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IT IS SO AGREED.

Dated: March 18th, 2024

EXHIBIT 2

Prepaid Expenses:Reyna		Ending Balance:		
Date	**Payee**	**Increase**	**Balance**	**Type**
(anticipated)	*One Legal, LLC*	*60.00*	*12,857.47*	*Expense*
02/22/2024	Berger Consulting Group, LLC	950.00	12,797.47	Expense
11/06/2023	One Legal, LLC	13.33	11,847.47	Expense
02/27/2023	One Legal, LLC	15.65	11,834.14	Expense
02/08/2023	First Mediation Corp	10,000.00	11,818.49	Check
07/12/2022	One Legal, LLC	15.19	1,818.49	Expense
04/13/2022	Courtcall		1,803.30	Deposit
04/04/2022	One Legal, LLC	15.19	1,897.30	Expense
01/05/2022	Orange Co Superior Crt	7.50	1,882.11	CC Expense
12/30/2021	One Legal, LLC	14.67	1,874.61	Expense
12/28/2021	Courtcall	94.00	1,859.94	Expense
12/23/2021	Nationwide Legal LLC	169.60	1,765.94	Expense
12/09/2021	One Legal, LLC	14.67	1,596.34	Expense
10/21/2021	One Legal, LLC	14.67	1,581.67	Expense
10/14/2021	One Legal, LLC	1,492.00	1,567.00	Expense
08/02/2021	State of California - Department of Industrial Relations	75.00	75.00	Expense