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Elizabeth Reyna

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

**[PROPOSED] ORDER AND JUDGMENT
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**

[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's Counsel; and
Declaration of Plaintiff filed concurrently
herewith.]

Reservation No.: 74254982
Date: August 1, 2024
Time: 2:00 p.m.
Dept: S26

Complaint Filed: October 12, 2021
Trial Date: None Set

1 This matter has come before the Honorable Melissa R. McCormick in Department CX104 of the
2 above-entitled Court, for the County of Orange, located at 751 West Santa Ana Blvd., on Plaintiff
3 Elizabeth Reyna's ("Plaintiff") Motion for Approval of Private Attorneys General Act Settlement
4 Agreement, and Award of Attorneys' Fees and Litigation Expenses, General Release Fee, and
5 Administration Expenses Payment. Brock & Gonzales, LLP ("PAGA Counsel") appeared for Plaintiff,
6 and Litchfield Cavo LLP appeared for Defendant Eagle Community Credit Union ("Defendant").

7 On March 18, 2024, Plaintiff and Defendant (together, the "Parties") executed the PAGA
8 Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

9 The Court has reviewed and considered (1) the Notice of Motion and Motion for Approval of
10 Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Litigation
11 Expenses, General Release Fee, and Administration Expenses Payment ("Motion for Approval"), (2)
12 the Declaration of Plaintiff's Counsel, (3) the Declaration of Plaintiff, and (4) the Settlement Agreement.

13 Having duly considered the Parties' papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 15 1. Plaintiff's Motion for Approval is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
19 providing the Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
20 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
21 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
22 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
25 appear in the above-captioned action ("Action").

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1 5. The Aggrieved Employees covered under the Settlement consist of the following
2 individuals:

3 All persons employed by Defendant as an hourly-paid or non-exempt employee in California at
4 any time during the period from July 31, 2020 to October 2, 2023 (“PAGA Period”).

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed and hereby
8 approves the sum allocated for payment of penalties under PAGA (the “PAGA Penalties”), and
9 determines that it is fair, just, reasonable, and adequate. The PAGA Penalties shall be the Gross
10 Settlement Amount less the approved PAGA Counsel Fees Payment and PAGA Counsel Litigation
11 Expenses Payment to PAGA Counsel, Administration Expenses Payment to Rust Consulting, Inc. (the
12 “Settlement Administrator”), and General Release Fee to Plaintiff. Seventy-five percent (75%) of the
13 PAGA Penalties shall be distributed to the LWDA (“LWDA PAGA Payment”) and twenty-five percent
14 (25%) shall be distributed to the Aggrieved Employees (“Individual PAGA Payments”) in accordance
15 with this Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the settlement, and the monetary allocations provided thereby,
17 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
18 Administrator to administer the settlement and to make the payments as provided for by, and consistent
19 with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$150,000.00 to PAGA Counsel for attorneys’ fees.
21 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
22 this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of PAGA Counsel’s actual Litigation Expenses and
24 expenses to PAGA Counsel for reimbursement of Litigation Expenses and expenses incurred in the
25 Action. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
26 accordance with this Order and Judgment and the Settlement Agreement.

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11. The Court approves the payment of \$10,000.00 to Plaintiff for her General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment not to exceed \$5,000 to the Settlement Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the settlement need not be provided to Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to Aggrieved Employees.

15. Within three (3) business days of the Effective Date, Defendant shall provide the Settlement Administrator with a list containing the following information regarding each Aggrieved Employees: name, last known mailing address, Social Security number, and the number of PAGA Pay Periods attributed to him or her (collectively referred to as the “Aggrieved Employee Data”), in accordance with this Order and Judgment and the Settlement Agreement. Within seven (7) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall distribute the Individual PAGA Payments to Aggrieved Employees, LWDA PAGA Payment to the LWDA, General Release Fee to Plaintiff, PAGA Counsel Fees Payment and PAGA Counsel Fees to PAGA Counsel, and Administration Expenses Payment to itself, as provided for by this Order and Judgment and the Settlement Agreement

16. All Individual PAGA Payment checks that are issued to Aggrieved Employees shall be valid and negotiable up to one hundred eighty (180) calendar days after their initial mailing, and thereafter, shall be cancelled. The funds associated with cancelled Individual PAGA Payment checks will be transmitted to the State Controller’s Unclaimed Property Fund in the name of each Aggrieved Employee whose check is voided.

1 17. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
2 By way of and upon the entry of this Order and Judgment, Plaintiff and each Aggrieved Employee is
3 deemed to fully release and forever discharge Released Parties from the Released PAGA Claims.

4 18. Upon the date Defendant fully funds the Gross Settlement Amount, all Aggrieved
5 Employees are deemed to release the Released Parties from all claims for PAGA civil penalties alleged
6 in the operative complaint, Plaintiff's PAGA Notice, or could have been alleged based on the claims
7 alleged pertaining to Plaintiff and the Aggrieved Employees that have or may have accrued during the
8 pendency of this action through to the Effective Date. This includes, but is not limited to claims for
9 PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 206.5,
10 210, 212, 213, 218, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5,
11 1197, 1197.1, 1198, 2800, 2802, 2810.5 and the California Industrial Welfare Commission Wage Orders

12 19. No individualized notice of this Order and Judgment is required to be provided to
13 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
14 system established for the filing of notices and documents, in conformity with California Labor Code §
15 2699(1)(3).

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17 Date: _____

Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT A

Date: / /2024

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from Reyna v. Eagle Community Credit Union
Superior Court of California for the County of Orange, Case No. 30-2021-01225885-CU-OE-CXC

Dear .

Please find enclosed a check in the amount of ("Individual PAGA Payment"). This check comprises your payment from the settlement of a lawsuit entitled Reyna v. Eagle Community Credit Union, Case No. 30-2021-01225885-CU-OE-CXC ("Lawsuit"), pending in the Superior Court of California for the County of Orange ("Court").

Elizabeth Reyna ("Plaintiff") filed a Complaint under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") on October 12, 2021, thereby commencing the Lawsuit. In the Lawsuit, Plaintiff alleged that Defendant Eagle Community Credit Union ("ECCU") violated wage and hour requirements with respect to its hourly-paid or non-exempt employees in California at any time during the period from July 31, 2020 to ("PAGA Period"). By entering into the settlement, ECCU is not admitting any violation or liability of any kind, and the Court has not made any rulings on the merits of the Lawsuit.

The other alleged aggrieved employees on whose behalf the case was brought are any and all persons employed by ECCU as an hourly-paid or non-exempt employee in California at any time during the PAGA Period ("Aggrieved Employee(s)"). You have been identified as an Aggrieved Employee.

On , the settlement was approved by the Court with a portion being paid to the State of California and a portion being paid to the Aggrieved Employees. You are receiving a portion of the settlement based on the number of pay periods you worked for ECCU during the PAGA Period in California as an Aggrieved Employee. You are responsible for payment of any and all taxes that are due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

This settlement resolves the claims in the Complaint, including all claims for PAGA penalties for alleged a) unpaid overtime, b) failure to provide meal and rest periods, c) unpaid meal period premiums, d) unpaid rest period premiums, e) unpaid minimum wages, f) final wages not timely paid, g) wages not timely paid during employment, h) non-compliant wage statements, i) failure to keep requisite payroll records, and j) unreimbursed business expenses, and any and all claims for penalties which were or could have been asserted in the Complaint in the Lawsuit.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

"Released PAGA Claims" means: 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

"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,

[PROPOSED COVER LETTER]

and shareholders, including their respective pension, profit sharing, savings, health, and other respective current or former trustees and administrators, agents, employees, and fiduciaries.

Please note, no claims for unpaid or underpaid wages have been settled or are included in the Released PAGA Claims and this settlement is without prejudice to the pursuit of any claims for unpaid or underpaid wages. Your Individual PAGA Payment check will expire on [180 days after mailing]. All checks not cashed by that date will be cancelled. You will still be deemed to release the Released PAGA Claims even if you do not timely cash your check.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions, you may call the Third Party Administrator: [telephone number].