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Attorneys for Plaintiff

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 CX105

NOTICE OF ATTACHMENT OF EXHIBITS

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

1 **TO THE HONORABLE COURT, ALL INTERESTED PARTIES AND THEIR ATTORNEYS**
2 **OF RECORD:**

3 PLEASE TAKE NOTICE that attached hereto are the following exhibits in support of the
4 [PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS
5 GENERAL ACT SETTLEMENT AGREEMENT AND AWARD OF ATTORNEY'S FEES AND
6 LITIGATION EXPENSES, AND ADMINISTRATION EXPENSES PAYMENT, filed concurrently in
7 this matter:

- 8 • Exhibit A: Third Amended Settlement Agreement.
- 9 • Exhibit B: Amended Notice.

10 Dated: June 4, 2026

BROCK & GONZALES, LLP

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13 By:



14 D. Aaron Brock
Joseph D. Parsons

15 Attorneys for Plaintiff Elizabeth Reyna
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EXHIBIT A

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 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's 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 returned 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: Feb 19, 2026

ELIZABETH REYNA


Elizabeth Reyna (Feb 19, 2026 16:57:00 PST)

Dated: _____

EAGLE COMMUNITY CREDIT UNION

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: 02/23/2026

BROCK & GONZALES, LLP


D. Aaron Brock

Joseph D. Parsons
Counsel for Plaintiff

Dated: _____

LITCHFIELD CAVO LLP

Mark K. Worthge
Alexandria K. Hobson
Counsel for Defendant

IT IS SO AGREED.

ELIZABETH REYNA

Dated: _____

Dated: 2/23/2026

EAGLE COMMUNITY CREDIT UNION

Signed by:

Jeff Madland

By: _____
75DC46B1DA6F461...

Its: Chief Human Resources Officer

APPROVED AS TO FORM:

BROCK & GONZALES, LLP

Dated: _____

D. Aaron Brock
Joseph D. Parsons
Counsel for Plaintiff

Dated: 02/23/2026

LITCHFIELD CAVO LLP

/s/ Mark K. Worthge

Mark K. Worthge
Alexandria K. Hobson
Counsel for Defendant

1 **BROCK & GONZALES, LLP**

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6 D. AARON BROCK, STATE BAR NO. 241919

7 ERICA A. GONZALES, STATE BAR NO. 234922

8 JOSEPH D. PARSONS, STATE BAR NO. 340074

9 **Attorneys for Plaintiff**

10 Elizabeth Reyna

11 Mark K. Worthge, Esq. (SBN 118435)

12 Alexandria K. Hobson, Esq. (SBN 303320)

13 **LITCHFIELD CAVO LLP**

14 2 N. Lake Avenue, Suite 400

15 Pasadena, California 91101

16 Telephone: (626) 683-1100

17 Facsimile: (626) 683-1113

18 **Attorneys for Defendant**

19 Eagle Community Credit Union

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **FOR THE COUNTY OF ORANGE COUNTY**

22 Elizabeth Reyna, individually, and on
23 behalf of other aggrieved employees
24 pursuant to the California Private
25 Attorneys General Act;

26 Plaintiff,

27 vs.

28 Eagle Community Credit Union, a
29 California corporation; and DOES 1-50,
30 inclusive,

31 Defendants.

Case No.: 30-2021-01225885-CU-OE-CXC
(Assigned to Honorable McCormick,
Department CX-104)

**AMENDMENT NO. 1 TO THE PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: October 12, 2021
Trial Date: Not Set

1 **AMENDMENT NO. 1 TO THE PAGA SETTLEMENT AGREEMENT**

2 Plaintiff ELIZABETH REYNA (“Plaintiff”) and Defendant EAGLE COMMUNITY
3 CREDIT UNION (“Defendant”) (together with Plaintiff, referred to as the “Parties”) pursuant to
4 paragraph 10.7 of the PAGA Settlement Agreement entered into on or around March 19, 2024
5 (the “Agreement”), hereby agree to **amend and supplant** the following terms as stated herein.

6 The amendments contained herein modify and are hereby incorporated into the Agreement by
7 reference as follows:

8 A. **Paragraph 1.10 is hereby amended and shall now state only the following:**

9 “Enhancement Fee” means \$10,000 to be paid to Plaintiff Reyna in exchange for
the services she performed in initiating and litigating the present action.

10 B. **Paragraph 1.11 is hereby amended and shall now state only the following:**

11 “Gross Settlement Amount” means \$150,000 which is the total amount ECCU
12 agrees to pay under the Settlement except as provided in Paragraph 8 below. Except
13 as provided in Paragraph 8 below, The amount of One Hundred and Fifty Thousand
14 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
15 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
16 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, Enhancement Fee, and the Administrator’s
17 Expenses Payment.

18 C. **Paragraph 1.27 is hereby amended and shall now state only the following:**

19 “Released Parties” means: ECCU and their past, present, and future subsidiaries,
20 parents, affiliates, predecessors, insurers (including TruStage, formerly CUNA
Mutual Insurance Company), agents, employees, successors, assigns, officers,
officials, directors, attorneys, personal representatives, executors, and shareholders.

21 D. **Paragraph 3.1 is hereby amended and shall now state only the following:**

22 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below
23 regarding the Escalator Clause, ECCU promises to pay One Hundred and Fifty
Thousand Dollars only (\$150,000.00) and no more as the Gross Settlement
24 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
25 the entire Gross Settlement Amount without asking or requiring Aggrieved
Employees to submit any claim as a condition of payment. None of the Gross
26 Settlement Amount will revert to ECCU.

27 E. **Paragraph 3.2.4 is hereby amended and shall now state only the following:**

To the Plaintiff: an Enhancement Fee not to exceed \$10,000.00 to be paid from the Gross Settlement Amount as consideration for the work she has performed in initiating and litigating the present matter and to make up for the financial and reputational risk undertaken in bringing this action.

F. **Paragraph 4.4 is hereby amended and shall now state only the following:**
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 with the Cover Letter attached hereto as “**Exhibit A**”, 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.

G. **Paragraph 5 is hereby amended and shall now state only the following:**
RELEASES OF CLAIMS. Effective on the date when ECCU fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

H. **Paragraph 5.2 is hereby amended and shall now state only the following:**
Release by Aggrieved Employees:
As of the date of All Aggrieved Employees are deemed to release the Released Parties from all claims for civil penalties available under PAGA based on the facts alleged in the operative complaint and Plaintiff’s PAGA Notice that have or may have accrued during the pendency of this action through to the Effective Date (the “Released PAGA Claims”).

The Parties and their counsel sign Amendment No. 1 to the PAGA Settlement Agreement, hereby agreeing to amend and supplant the paragraphs contained herein and reaffirm their agreement to the entire PAGA Settlement Agreement as amended herein.

Date: June⁴__, 2025



Plaintiff Elizabeth Reyna

Date: June __, 2025

Defendant Eagle Community Credit Union
[name]
[position]

To the Plaintiff: an Enhancement Fee not to exceed \$10,000.00 to be paid from the Gross Settlement Amount as consideration for the work she has performed in initiating and litigating the present matter and to make up for the financial and reputational risk undertaken in bringing this action.

F. Paragraph 4.4 is hereby amended and shall now state only the following:

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 with the Cover Letter attached hereto as “**Exhibit A**”, 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.

G. Paragraph 5 is hereby amended and shall now state only the following:

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

H. Paragraph 5.2 is hereby amended and shall now state only the following:

Release by Aggrieved Employees:

As of the date of All Aggrieved Employees are deemed to release the Released Parties from all claims for civil penalties available under PAGA based on the facts alleged in the operative complaint and Plaintiff’s PAGA Notice that have or may have accrued during the pendency of this action through to the Effective Date (the “Released PAGA Claims”).

The Parties and their counsel sign Amendment No. 1 to the PAGA Settlement Agreement, hereby agreeing to amend and supplant the paragraphs contained herein and reaffirm their agreement to the entire PAGA Settlement Agreement as amended herein.

Date: June__, 2025

Plaintiff Elizabeth Reyna

Date: June 20, 2025

Signed by:

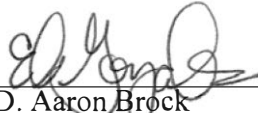
Jeff Madland

75DC45B1BA6F451

Defendant Eagle Community Credit Union
Jeff Madland
Chief Human Resources Officer

1 Date: July 14, 2025

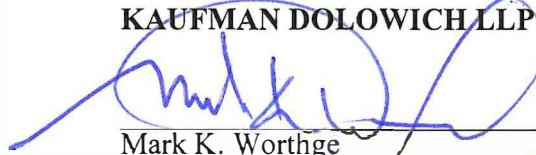
BROCK & GONZALES, LLP

2 

3 D. Aaron Brock
4 Erica A. Gonzales
5 Joseph D. Parsons
6 *Attorneys for Plaintiff*

7 Date: June 20, 2025

KAUFMAN DOLOWICH LLP

8 

9 Mark K. Worthge
10 Alexandria K. Hobson
11 *Attorneys for Defendant*
12 Eagle Community Credit Union

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7 ERICA A. GONZALES, STATE BAR NO. 234922

8 JOSEPH D. PARSONS, STATE BAR NO. 340074

9 **Attorneys for Plaintiff**

10 Elizabeth Reyna

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12 Mark Worthge SBN (SBN 118435)

13 Email: mark.worthge@kaufmandolowich.com

14 21515 Hawthorne Blvd., Suite 450

15 Torrance, California 90503

16 T: (310) 540-2000

17 F: (310) 540-6609

18 Attorneys for Defendant,

19 Eagle Community Credit Union

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **FOR THE COUNTY OF ORANGE COUNTY**

22 Elizabeth Reyna, individually, and on
23 behalf of other aggrieved employees
24 pursuant to the California Private
25 Attorneys General Act;

26 Plaintiff,

27 vs.

28 Eagle Community Credit Union, a
29 California corporation; and DOES 1-50,
30 inclusive,

31 Defendants.

Case No.: 30-2021-01225885-CU-OE-CXC
(Assigned to Honorable Melissa R.
McCormick, Department CX105)

**AMENDMENT NO. 2 TO THE PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: October 12, 2021
Trial Date: Not Set

1 **AMENDMENT NO. 2 TO THE PAGA SETTLEMENT AGREEMENT**

2 Plaintiff ELIZABETH REYNA (“Plaintiff”) and Defendant EAGLE COMMUNITY
3 CREDIT UNION (“Defendant” or “ECCU”) (together with Plaintiff, referred to as the “Parties”)
4 pursuant to paragraph 10.7 of the PAGA Settlement Agreement entered into on or around March
5 19, 2024 (the “Agreement”), and again on or around June 20, 2025 via Amendment No. 1
6 (together with the PAGA Settlement Agreement “First Amended Settlement Agreement”) hereby
7 agree to **amend and supplant** the following terms as stated herein. The amendments contained
8 herein modify and are hereby incorporated into the Agreement by reference as follows:

9 A. **Paragraph 1.27 is hereby amended and shall now state only the following:**

10 “Released Parties” means: ECCU and their current and former subsidiaries,
11 parents, affiliates, TruStage Insurance Company, formerly CUNA Mutual
12 Insurance Company, employees, successors, assigns, officers, directors, and
13 shareholders.

13 B. **Paragraph 5.2 is hereby amended and shall now state only the following:**

14 Release by Aggrieved Employees:

15 As of the Effective Date, all Aggrieved Employees are deemed to release the
16 Released Parties from all claims for civil penalties available under PAGA based on
17 the facts alleged in the operative complaint and Plaintiff’s PAGA Notice to the
18 LWDA (the “Released PAGA Claims”).

17 The Parties and their counsel sign Amendment No. 2 to the PAGA Settlement Agreement,
18 hereby agreeing to further amend and supplant the paragraphs contained herein and reaffirm their
19 agreement to the entire PAGA Settlement Agreement and Amendment No. 1, as amended herein.

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Date: Feb 19, 2026


Elizabeth Reyna (Feb 19, 2026 19:06:28 PST)

Plaintiff Elizabeth Reyna

Date:

Defendant Eagle Community Credit Union

By:

Its:

BROCK & GONZALES, LLP

Date: 02/23/2026



D. Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

KAUFMAN DOLOWICH LLP

Date:

Mark K. Worthge
Alexandra K. Hobson
Attorneys for Defendant
Eagle Community Credit Union

4921-2193-7552, v. 1

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Date: _____

Plaintiff Elizabeth Reyna

Date: 2/23/2026

Signed by:

Jeff Madland

Defendant Eagle Community Credit Union

By: Jeff Madland

Its: chief Human Resources officer

BROCK & GONZALES, LLP

Date: _____

D Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

KAUFMAN DOLOWICH LLP

Date: 02/23/2026

/s/ Mark K. Worthge

Mark K. Worthge
Alexandra K. Hobson
Attorneys for Defendant
Eagle Community Credit Union

4915-9476-6224, v. 1

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2 6701 CENTER DRIVE WEST, STE. 610

3 LOS ANGELES, CA 90045

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5 Fax: (310) 961-3673

6 D. AARON BROCK, STATE BAR NO. 241919

7 ERICA A. GONZALES, STATE BAR NO. 234922

8 JOSEPH D. PARSONS, STATE BAR NO. 340074

9 **Attorneys for Plaintiff**

10 Elizabeth Reyna

11 Mark K. Worthge (SBN 118435)

12 Elizabeth M. Sanguinetti (SBN 279626)

13 Kaufman Dolowich, LLP

14 21515 Hawthorne Blvd., Suite 450

15 Torrance, Ca 90503

16 Tel: (310) 540-2000

17 Email: mark.worthge@kaufmandolowich.com

18 esanguinetti@kaufmandolowich.com

19 **Attorneys for Defendant**

20 Eagle Community Credit Union

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **FOR THE COUNTY OF ORANGE COUNTY**

23 Elizabeth Reyna, individually, and on
24 behalf of other aggrieved employees
25 pursuant to the California Private
26 Attorneys General Act;

27 Plaintiff,

28 vs.

29 Eagle Community Credit Union, a
30 California corporation; and DOES 1-50,
31 inclusive,

32 Defendants.

Case No.: 30-2021-01225885-CU-OE-CXC
(Assigned to Honorable McCormick,
Department CX-104)

**AMENDMENT NO. 3 TO THE PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: October 12, 2021
Trial Date: Not Set

1 **AMENDMENT NO. 3 TO THE PAGA SETTLEMENT AGREEMENT**

2 Plaintiff ELIZABETH REYNA (“Plaintiff”) and Defendant EAGLE COMMUNITY
3 CREDIT UNION (“Defendant” or “ECCU”) (together with Plaintiff, referred to as the “Parties”)
4 pursuant to paragraph 10.7 of the PAGA Settlement Agreement entered into on or around March
5 19, 2024 (the “Agreement”), again on or around June 20, 2025 via Amendment No. 1, and again
6 on or around February 23, 2026 via Amendment No. 2 (together with the PAGA Settlement
7 Agreement “Second Amended Settlement Agreement”), hereby agree to **amend and supplant**
8 the following terms as stated herein. The amendments contained herein modify and are hereby
9 incorporated into the Agreement by reference as follows:

10 **A. Paragraph 5.2 is hereby amended and shall now state only the following:**

11 Release by Aggrieved Employees:

12 As of the Date that Defendant fully funds the Gross Settlement Amount, all
13 Aggrieved Employees are deemed to release the Released Parties from all claims
14 for civil penalties available under PAGA based on the facts alleged in the operative
15 complaint and Plaintiff’s PAGA Notice. (the “Released PAGA Claims”).

16 The Parties and their counsel sign Amendment No. 3 to the PAGA Settlement Agreement, hereby
17 agreeing to amend and supplant the paragraphs contained herein and reaffirm their agreement to
18 the entire Second Amended PAGA Settlement Agreement as amended herein.

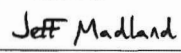
19 *[Signatures on the following page]*
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Date: Mar 7, 2026

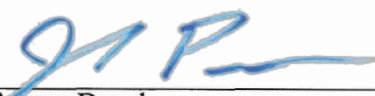

Elizabeth Reyna (Mar 7, 2026 09:51:47 PST)
Plaintiff Elizabeth Reyna

Date: 3/5/2026

Signed by:

Defendant Eagle Community Credit Union
By: Jeff Madland
Its: Chief Human Resources Officer

BROCK & GONZALES, LLP

Date: 3/6/2026


D Aaron Brock
Erica A. Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

LITCHFIELD CAVO LLP

Date: March 5, 2026

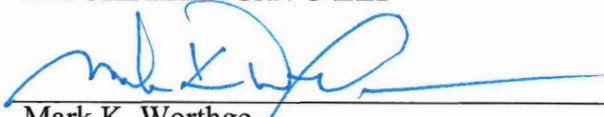

Mark K. Worthge
Alexandra K. Hobson
Attorneys for Defendant
Eagle Community Credit Union

EXHIBIT B

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 [First Name] [Last Name]:

Please find enclosed a check in the amount of [amount of payment] ("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").

1. 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. PAGA is a California law that allows employees to sue their employers on behalf of the state for labor code violations. PAGA was designed to help enforce labor laws by allowing workers to seek penalties that would normally be pursued by state agencies, such as the Labor Commissioner.

2. 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 October 2, 2023 ("PAGA Period"). Plaintiff alleged that ECCU failed to properly pay overtime wages, failed to pay minimum wages for all hours worked, failed to provide compliant meal and rest breaks and/or premium payments in lieu thereof, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses. 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.

3. 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.

4. On [approval date], 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.

5. The settlement provides for a Gross Settlement Amount of \$150,000.00. From the Gross Settlement Amount, the following amounts are distributed to result in the Net Settlement Amount:

- PAGA Counsel Fees Payment in the amount of 25% of the Gross Settlement Amount (i.e., \$37,500.00) to PAGA Counsel. PAGA Counsel has taken the Lawsuit on a contingency-fee basis and has not yet been paid for any of the work performed in the Lawsuit.
- PAGA Counsel Litigation Expenses Payment in the amount of \$12,857.47 for reimbursement of the costs and expenses of litigation which PAGA Counsel has paid during the course of the Lawsuit.
- Administration Expenses Payment in the amount of \$4,138.00 to the Settlement Administrator as payment for its role in administering this settlement, for example: mailing this cover letter and check to you and other Aggrieved Employees.

6. The Net Settlement Amount is \$95,504.53. The Net Settlement Amount will be distributed as follows:
- LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount (i.e., \$71,628.40) to the LWDA as required by the PAGA statute.
 - Individual PAGA Payments to Aggrieved Employees of their portion of the remaining 25% of the Net Settlement Amount (i.e., \$23,876.13).

Individual PAGA Payments are calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$23,876.13) 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. PAGA Pay Period means any Pay Period during which an Aggrieved Employee worked for ECCU for at least one day during the PAGA Period.

7. This settlement resolves the claims in the Complaint during the PAGA Period, 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.

8. As of the date ECCU fully funds the entire Gross Settlement Amount, all Aggrieved Employees, including yourself, are deemed to have released, 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 civil penalties available under PAGA based on the facts alleged in the operative complaint and Plaintiff's PAGA Notice to the LWDA.

"Released Parties" means: ECCU and their current and former subsidiaries, parents, affiliates, TruStage Insurance Company, formerly CUNA Mutual Insurance Company, employees, successors, assigns, officers, directors, and shareholders.

9. 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. 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.

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].