

1 ROB BONTA
Attorney General of California
2 LISA W. CHAO
Supervising Deputy Attorney General
3 DOUGLAS J. BETETA
Deputy Attorney General
4 State Bar No. 260377
300 South Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6014
6 Fax: (916) 731-2144
E-mail: Douglas.Beteta@doj.ca.gov
7

8 *Attorneys for Petitioner Insurance Commissioner of*
9 *the State of California, in his capacity as the*
10 *Liquidator of Western General Insurance Company*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES
13 CENTRAL DISTRICT

14 **INSURANCE COMMISSIONER OF THE**
15 **STATE OF CALIFORNIA,**

16 Petitioner,

17 v.

18 **WESTERN GENERAL INSURANCE**
19 **COMPANY, a California corporation,**

20 Respondent
21
22
23
24
25
26
27
28

Case No. 21STCP01655

**DECLARATION OF SCOTT PEARCE IN
SUPPORT OF INSURANCE
COMMISSIONER'S MOTION FOR
APPROVAL OF SETTLEMENT WITH
YOSEMITE INSURANCE COMPANY**

Date: January 29, 2025
Time: 9:30 a.m.
Dept: 82
Judge: Hon. Stephen I. Goorvitch
Action Filed: May 26, 2021

1 I, Scott Pearce, declare:

2 1. I am the Senior Estate Trust Officer of the Conservation and Liquidation Office
3 (CLO), which the Insurance Commissioner of the State of California (Commissioner) is using to
4 conduct the liquidation of Western General Insurance Company (Western General). In that
5 capacity, I was appointed Liquidation Manager of Western General and I am familiar with the
6 conservation and the continuing liquidation of Western General. I have personal knowledge of
7 the facts recited herein, and if called and sworn, would competently so testify.

8 2. As part of Western General's operations, it entered into reinsurance agreements with
9 third-party insurers to cede risk to these insurers in order to limit Western General's exposure to
10 losses from insurance policies it had issued. Through these agreements, the third-party insurers
11 indemnify Western General for a proportional share of policy limits and related claims adjustment
12 expenses in exchange for a portion of the premiums paid for those policies. These agreements are
13 commonly referred to as "quota share" reinsurance contracts or treaties and the third-party
14 insurers accepting a proportional share of the risk are commonly called reinsurers. Western
15 General had quota share contracts in place to limit Western General's exposure to losses on its
16 personal auto policies.

17 3. On May 21, 2014, Western General entered with Yosemite Insurance Company
18 (Yosemite)¹ into an Automobile Quota Share Reinsurance Agreement (the Reinsurance
19 Agreement). In essence, the original Reinsurance Agreement provided that Yosemite would
20 assume 40% of the loss on reinsured policies, subject to certain limitations, in exchange for 40%
21 of premiums paid by policyholders on those policies. Those percentages changed significantly
22 during the life of the agreement. The Reinsurance Agreement also provided for a "ceding
23 commission." The ceding commission provides for Western General to retain a percentage of the
24 premiums to which Yosemite was entitled under the Reinsurance Agreement. The ceding
25 commission was subject to adjustment based on the actual losses experienced on the policies. In
26 effect, the larger the loss on the policies, the lower the amount of premiums Western General was

27 ¹ Yosemite is the successor to Fletcher Reinsurance Company. Fletcher Reinsurance
28 Company was previously known as Maiden Reinsurance Company. For clarity, all references are
to Yosemite even if at the time of the events described it had a different name.

1 entitled to retain (a slide adjustment). The slide adjustment was calculated on a yearly basis (a
2 treaty year) and, when the losses caused the premiums that Western General was entitled to retain
3 to slide down to a lower percentage than the default percentage set by the Reinsurance
4 Agreement, those premiums would have to be paid to Yosemite as a return commission. Starting
5 in 2015, Western General incurred significant return commission obligations that it neglected to
6 accrue and that would have resulted in a return commission payable to Yosemite, possibly up to
7 \$10 million.

8 4. In 2019, Yosemite and Western General entered into an amendment of the
9 Reinsurance Agreement to significantly reduce those return commissions payable to Yosemite
10 (Addendum No. 8). Separately, Yosemite and Western General's parent company, Western
11 General Holding Company, entered into another agreement, the Subject Liabilities Agreement,
12 that provided for additional consideration to Yosemite for entering into Addendum No. 8, but to
13 which Western General was not a party.

14 5. Yosemite and Western General vigorously dispute the effect of Addendum No. 8 and
15 the Subject Liabilities Agreement. In particular, Western General's position is that under
16 Addendum No. 8, the deficit carryforward provision is not applicable to the 2014, 2015, and 2016
17 treaty years. On the other hand, Yosemite's position is that the deficit carryforward provision is
18 applicable to the 2014, 2015, and 2016 treaty years and deficits may be carried forward to the
19 2017 treaty year. At issue is a current payable of approximately \$956,000 to the Western General
20 estate.

21 6. In 2020, the Commissioner determined that Western General was operating in a
22 hazardous financial condition, requiring close oversight by the Commissioner. After Western
23 General's losses continued to mount and upon application by the Commissioner, the Court
24 appointed the Commissioner conservator of Western General. After the Commissioner took over
25 daily operations of Western General, the Commissioner determined that he could not effect the
26 rehabilitation of Western General and that Western General was insolvent under the Insurance
27 Code. Thus, upon application by the Commissioner, on August 5, 2021, the Court entered an
28 order of liquidation and appointed the Commissioner as Liquidator of Western General.

1 7. The dispute came to the fore in December 2022, when Yosemite refused to pay for its
2 share of losses on the policies it agreed to reinsure. Post-liquidation, the Commissioner billed
3 Yosemite approximately \$956,000 for amounts due to the Western General estate under the
4 Reinsurance Agreement. Yosemite refused to pay and instead served the Commissioner with a
5 demand for arbitration claiming that it was entitled to a setoff based on a return commission it
6 was due pursuant to the Reinsurance Agreement. The Commissioner sought the Court's
7 assistance in adjudicating the dispute. Ultimately, the Court ruled that the matter should be
8 determined through an arbitration pursuant to the Reinsurance Agreement's arbitration provision.
9 The Commissioner incurred approximately \$38,910 in pre-arbitration attorney fees on this
10 dispute.

11 8. The arbitration has been slow and ponderous, requiring the engagement of expert
12 reinsurance counsel as well as a reinsurance expert, and the significant expenditure of time from
13 two employees of the Conservation and Liquidation Office (CLO). To date, the Western General
14 estate has incurred approximately \$320,000 in fees and expenses for the arbitration. Western
15 General and its reinsurance counsel estimate that the Western General estate would incur an
16 additional \$275,000 to arbitrate the matter to a judgment, not including any potential appeals.

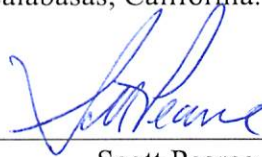
17 9. While the Commissioner is confident in his position, there remains a risk that the
18 arbitration panel may disagree. Given the history of this dispute, even if Western General
19 prevails, I believe that Yosemite will not simply accept the arbitrators' judgment but will instead
20 appeal that judgment, requiring further expenditure of attorney fees and expenses. Thus, my
21 office and I have come to the conclusion that the present settlement is the best value that the
22 Western General estate can obtain from its dispute with Yosemite.

23 10. On November 5, 2024, Western General and Yosemite entered into a settlement
24 agreement and release (the Settlement Agreement) to resolve their dispute. Attached hereto as
25 Exhibit 1 is a true and correct copy of the Settlement Agreement. The amount that Yosemite is
26 paying the Western General estate pursuant to the Settlement Agreement represents 47.5% of the
27 disputed amount plus undisputed claims owed by Yosemite that it has not been willing to pay
28

1 until resolution of this dispute. The Settlement Agreement contains a confidentiality provision but
2 Yosemite has consented to the public filing of the agreement.

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

5 Executed on November 25, 2024, in Calabasas, California.

6
7 

8 _____
9 Scott Pearce
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is by and between Western General Insurance Company, in Liquidation ("WGIC"), on one side, and Yosemite Insurance Company (as successor in interest by order of transfer and novation to Fletcher Reinsurance Company, f/k/a Maiden Reinsurance North America, Inc.) ("Yosemite"), on the other, effective as of the date the last Party signs. WGIC and Yosemite are also referred to, individually and collectively, as a "Party" or the "Parties."

RECITALS

WHEREAS, WGIC and Yosemite entered into an Automobile Quota Share Reinsurance Agreement initially effective as of January 1, 2014, which was amended by various Addenda ("Reinsurance Agreement");

WHEREAS, on January 28, 2019, the Parties entered into Addendum No. 8, which amended the terms for payment of certain variable commission under the Reinsurance Agreement;

WHEREAS, the Parties have been engaged in litigation and arbitration concerning, among other things, how to properly calculate commissions owed under the Reinsurance Agreement as modified by Addendum No. 8 (the "Dispute");

WHEREAS, Yosemite contends that deficits (if any) from the 2014, 2015 and 2016 contract years are carried forward into the 2017 and 2018 years for purposes of calculating commission adjustments under the Reinsurance Agreement, as modified by Addendum No. 8;

WHEREAS, WGIC contends that commissions for the 2014, 2015 and 2016 contract years are to be calculated using a flat commission percentage, and that there are therefore no deficits from those years that can be carried forward into the 2017 and 2018 years;

WHEREAS, the amount in dispute as of July 31, 2023 concerning variable commissions payable under Addendum No. 8 totals \$949,109 (Nine Hundred Forty-Nine Thousand One Hundred Nine Dollars) ("Disputed Amount");

WHEREAS, the Parties have agreed that it is in their mutual interest and, through the execution of this Agreement, intend to dispose of and fully and completely resolve any and all claims, issues, and differences between and among them concerning, relating to, or arising out of the Dispute.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the Parties as follows:

1. **Submission for Court Approval.** WGIC shall petition the Superior Court of the State of California, in and for the County of Los Angeles (hereinafter "Court"), in connection with Case Number 21STCP01655 for confirmation of this Agreement no later than thirty (30) days after the date of execution by both parties. In connection with such petition, a Court hearing for Confirmation will be set for a date no sooner than twenty-five (25) days after the date the petition is submitted. The remaining provisions of this Agreement shall become effective upon confirmation of this Agreement by the Court by issuance of a final, non-appealable order.
2. **Settlement of Commission Calculation Issue.**
 - a. The Parties agree that the commission calculation under the Reinsurance Agreement, as modified by Addendum No. 8, will be construed to contain a deficit carry forward for all contract years (i.e. 2014 through 2018) pursuant to which losses that exceed the slide may be carried forward into the following agreement years, subject to the terms and calculated in the fashion set forth below.
 - b. When calculating commissions due under the Reinsurance Agreement, the Parties agree that WGIC will receive a **47.5% discount** on any deficit carry forward amount applied to the commission calculation for the 2017 agreement year.
 - c. In performing the commission calculation set forth in Section 2.a and applying the discount set forth in Section 2.b, the Parties shall follow the formulae set forth in the attached **Exhibit A**.
 - d. For the avoidance of doubt:
 - i. Deficits under the 2014, 2015 and 2016 agreement years, as calculated in accordance with Exhibit A, may be carried forward into the 2015, 2016 and 2017 years, respectively, with any corresponding impact of those carry forwards reflected in commissions due under the Reinsurance Agreement;
 - ii. Thus, the calculation of commissions under the Reinsurance Agreement for the 2017 and 2018 agreement years shall include the impact of any such deficits and corresponding carry forwards for the 2014, 2015 and 2016 years, despite there being a "flat" commission under the Reinsurance Agreement for the 2014, 2015 and 2016 agreement years.
 - iii. The calculation of commissions under the Reinsurance Agreement for the 2018 agreement year shall include the impact of any deficit (if any) from the 2017 agreement year, which deficit shall not be discounted.

3. **Net Balance Presently Due.**

- a. The Parties agree that as of July 31, 2024 Yosemite owes WGIC \$517,640.65, which amount represents (i) sliding scale commissions due as of July 31, 2024 and after applying the discount provided for in Section 2 herein, offset against (ii) any other balances due as of July 31, 2024 between the parties under the Reinsurance Agreement. This calculation is reflected in **Exhibit B** attached hereto.
- b. Within ten (10) business days of the later of its receipt of notice of the Court's entry of an order confirming this Agreement and the expiry of any period to appeal said order, Yosemite shall pay to WGIC the net balance due of \$517,640.65 as reflected in **Exhibit B**. Such notice may be provided by electronic mail, overnight mail, or registered mail to Yosemite's counsel enclosing a copy of such order. If Yosemite fails to timely pay the full amount required under this paragraph 3.b, any amount not timely paid shall be subject to interest at 4% per annum.

4. **Calculation and Settlement of Future Balances Due under the Reinsurance Agreement**

- a. With respect to future sliding scale commissions calculations, the Parties shall calculate such amounts in the ordinary course of business and in accordance with the terms of the Reinsurance Agreement, except as expressly modified by this Agreement.
- b. The Parties agree to settle (and, as appropriate, offset) amounts due to / from one another under the Reinsurance Agreement as at the same "as of" date, including but not limited to ceded losses and sliding scale commissions adjustments.

5. **Mutual Release.** Upon the Parties' execution of this Agreement, the Parties fully release, commute, acquit, and forever discharge each other and their predecessors, successors, heirs and assigns, parents, subsidiaries and affiliates and their past, present and future officers, directors, shareholders, policyholders, employees, agents, receivers, liquidators, trustees, attorneys and legal representatives from any and all claims, demands, causes of action, liabilities, obligations, adjustments, executions, offsets, actions, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, duties, doings, omissions, costs, expenses and/or losses, defenses, balances, collections and/or recoveries whether known or unknown, reported or unreported, and whether arising in the past, present or future, whether grounded in law or in equity, in contract, or in tort or otherwise, against either Party by reason of any matter whatsoever, arising out of, or related to, or concerning the Dispute. This release does not release the Parties from any obligations one or both of them have under this Agreement, or their remaining obligations under the Reinsurance Agreement.

6. **Severance or Partial Invalidity.** If any section of this Agreement, except for one or more of the provisions in Paragraphs 1, 2, 3 and 4, shall for any reason be or become invalid or

unenforceable, it shall not affect the remaining provisions of the Agreement, which shall continue in full force and effect and shall be construed to effectuate the intentions of the Parties. Any delay or failure by the Parties to exercise any of their respective rights or obligations under the Agreement shall not constitute a waiver of any such rights or obligations.

7. **Successors and Assignees.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, representatives, and successors.

8. **No Rights of Third Parties.** This Agreement is entered into solely for the benefit of the Parties. This Agreement is not intended to, and does not, give or create any rights to or in any person or entity other than the Parties.

9. **Amendments.** This Agreement may not be amended except by written agreement signed by the Parties.

10. **No Admission of Liability, Wrongdoing, or Error.** The purpose of this Agreement is to avoid litigation or arbitration by settling doubtful and disputed claims. Nothing in this Agreement is an admission of wrongdoing, fault or error by any party nor shall anything in this Agreement constitute an admission against interest for either party as to any person or entity who is not a Releasing Party.

11. **Execution.** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. This Agreement may also be executed by electronic signature, and an electronic signature shall have the same effect as an original signature.

12. **Confidentiality.** The Parties agree to maintain the terms of this Agreement in confidence unless disclosure is required as a result of court order, subpoena, law, regulation, account procedure, reinsurance contract, or lawful discovery procedures or review or inquiry by any regulatory authority. If either Party is served with a subpoena for the production of this Agreement, the Party so served shall promptly notify the other Party and afford it an opportunity to object to its production or otherwise intervene. Notwithstanding the foregoing, either Party may disclose any of the terms of this Agreement to such Party's agents, attorneys, accountants, consultants, reinsurers, and others having a legitimate need to know. The Party receiving Confidential Information shall protect and safeguard the confidentiality of the Party disclosing Confidential Information with at least the same degree of care as the Party receiving Confidential Information would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.

13. **Representations and Warranties.** By execution of this Agreement, the Parties represent and warrant that:

(a) this Agreement was negotiated at arms-length after they received advice from their independent legal counsel, and it is the intent of the Parties that no part of this Agreement will be presumptively construed against any other Party;

(b) they execute this Agreement as of their own free will, voluntarily and without reliance on any representation or statement made by the other;

(c) this is the entire Agreement and no promise, inducement or agreement that is not expressed in the Agreement has been made to any one or more of them;

(d) the individual executing this Agreement has the full legal right, power and authority to execute and deliver this Agreement;

(e) no further action, consent or approval of any person, entity, court or other governmental authority is required for the lawful execution or delivery of this Agreement or the lawful performance and consummation of the transactions contemplated hereby; and

(f) the execution and delivery of this Agreement and the performance and consummation of the transactions contemplated herein will not violate any provision of any law or conflict with any order, writ, injunction or decree of any court or any other governmental authority.

14. **Headings.** Paragraph headings are for purposes of organization only and shall not constitute a part of this Agreement.

15. **Integration.** This Agreement constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the terms included in the Agreement.

16. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs in connection with its undertaking of this Agreement.

17. **Termination.** Upon completion of the Settlement Payment and execution of this Agreement, the Parties will work together to dismiss the pending arbitration proceeding and any related litigation proceedings with prejudice, and each side shall bear its own attorney's fees and costs.

18. **Governing Law; Jurisdiction.** The laws of the State of California shall govern and construe this Agreement and all matters arising out of or relating to this Agreement, without regard to the conflict of law principles thereof. With respect to any action or dispute arising out of, or relating to, this Agreement, each Party agrees to submit to binding arbitration in accordance with the arbitration provisions of the Reinsurance Agreement, which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective Parties and the Agreement constitutes a valid and binding obligation.

[Signatures appear on following page.]

Date: November 4th, 2024

Yosemite Insurance Company

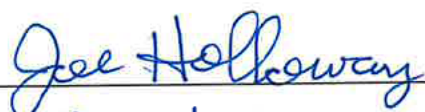
By: 

Name: Mike Sheehan

Position: SVP

Date: November 5th, 2024

Western General Insurance Company, in Liquidation

By: 

Name: Joe Holloway

Position: Deputy Liquidator

EXHIBIT A

EXCHANGED IN NATIVE EXCEL FORMAT

Western General Insurance Company
Multi-Line QS Non Standard Auto
Sliding Scale Adjustment at 7.31.2024
Maiden Reference: TR0003659
Client Reference

EXHIBIT A

C2. The current loss calculation, as specified in the underlying agreement to exclude IBNR, shall be performed to determine the current adjusted commission funding to be settled according to the following paragraphs.

| | TR0003659-2014 | TR0003659-2015 | TR0003659-2016 | TR0003659-2017 | TR0003659-2018 | TOTALS |
|---|------------------------------------|-------------------------------------|------------------------|--|---------------------------|----------------|
| Earned Premium | 14,786,947.88 | 24,796,731.33 | 57,084,782.68 | 90,408,263.40 | 105,191,517.76 | 292,268,243.05 |
| Paid Loss | 8,709,348.13 | 15,120,140.24 | 36,481,828.33 | 51,417,370.09 | 58,479,138.48 | 170,207,825.27 |
| Paid LAE | 2,259,019.10 | 4,434,482.69 | 9,537,434.09 | 13,973,236.77 | 12,981,919.17 | 43,186,091.82 |
| Outstanding Losses | - | - | 34,485.55 | 128,614.50 | 93,135.20 | 256,235.25 |
| Incurred Ratios prior to Carryforwards | 74.18% | 78.86% | 80.68% | 72.47% | 68.02% | |
| Credit Carryforward | - | - | - | - | - | - |
| Deficit Carryforward | - | - | - | 956,769.65 | - | 956,769.65 |
| Discount on Carryforward - 47.5% | N/A | N/A | N/A | (454,465.59) | N/A | (454,465.59) |
| Total Incurred Losses | 10,968,367.23 | 19,554,622.93 | 46,053,747.97 | 66,021,525.43 | 71,554,192.85 | 214,152,456.41 |
| Incurred Ratio | 74.18% | 78.86% | 80.68% | 73.03% | 68.02% | |
| Minimum Commission | Max Loss Ratio 76.5% | Max Loss Ratio 79% | Max Loss Ratio 79% | 15.5% at 80.00% | 15.5% at 80.00% | |
| Prov Commission | | Carryforward Provisions only active | | 23.00% at 72.5% Slide 1:1 | 23.00% at 72.5% Slide 1:1 | |
| Maximum Commission | Minimum Loss Ratio 67.5% | Minimum Loss Ratio 67% | Minimum Loss Ratio 67% | No Upside Commission Calculations in Use | | |
| Adjusted Commission Rate (Max 23%, Min 15.5%) | | | | 22.47% | 23.00% | |
| Adjusted Commission Amount | | | | 20,318,366.12 | 24,194,049.08 | 44,512,415.20 |
| Provisional Commission | | | | 20,793,900.58 | 24,194,049.08 | 44,987,949.67 |
| settled Adjustment at 1/31/2023 | Removed from WGIC - See Addendum 8 | | | (936,491.45) | | (936,491.45) |
| settled Adjustment at 4/30/2023 | | | | (30,790.50) | | (30,790.50) |
| settled Adjustment at 7/31/2023 | | | | 6,352.73 | | 6,352.73 |
| Total Adjustments Settled | | | | (960,929.22) | - | (960,929.22) |
| Total Previously Settled | | | | 19,832,971.37 | 24,194,049.08 | 44,027,020.45 |
| Total Commissions Due Western General/ (Maiden) | | | | 485,394.75 | - | 485,394.75 |

| | |
|-------------------------|---------------|
| Adjusted Comm | 20,318,366.12 |
| Provisional Comm | 20,793,900.58 |
| Net Due to WGI/(Maiden) | (475,534.46) |
| Prior Adjustments | (960,929.22) |
| AJE Due to WGI/(Maiden) | 485,394.75 |

EXHIBIT B

EXCHANGED IN NATIVE EXCEL FORMAT

Western General Insurance Company

Multi-Line QS Non Standard Auto

Sliding Scale Adjustment at 7.31.2024

Maiden Reference: TR0003659

Client Reference

EXHIBIT B**CALCULATION OF NET BALANCES (SSC AND CLAIMS) DUE
INCEPTION TO JULY 2024 WGI STATEMENT**

| Description | 2017 UY | Total |
|--|-----------------|--------------------------|
| Outstanding Balance Reported by WGI (No offset allowed for SSC) | | 993,175.11 |
| Revised SSC - Incl 2016 CF Disc - at July 2024 | | |
| Revised Commission Due | 20,318,366.12 | |
| Less Previously Settled Commission | (20,793,900.58) | |
| Net Commission Adjustment | | <u>(475,534.46)</u> |
| Balance Due to WGIC / (Maiden) | | <u><u>517,640.65</u></u> |

NOTE:

This presentation reflects the WGIC open balance that does not include any SSC

DECLARATION OF SERVICE BY E-MAIL

Case Name: **Insurance Commissioner v. Western General Insurance Co.**

Case No.: **21STCP01655**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230.

On November 26, 2024, I served the attached **DECLARATION OF SCOTT PEARCE IN SUPPORT OF INSURANCE COMMISSIONER'S MOTION FOR APPROVAL OF SETTLEMENT WITH YOSEMITE INSURANCE COMPANY** by transmitting a true copy via electronic mail.

John E. McPherson, Esq.
Hinshaw & Culbertson LLP
350 South Grand Ave., Suite 3600
Los Angeles, CA 90071-3476
E-mail: jmcperson@hinshawlaw.com
Attorneys for Western General Insurance Company

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on November 26, 2024, at Los Angeles, California.

Alyssa Barragan

Declarant

/s/ Alyssa Barragan

Signature