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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JAMILLE R. TRAVIS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

GUILD MORTGAGE COMPANY, a
California corporation; and DOES 1 to 100,
inclusive,

Defendant.

Case No.: 30-2014-00727549-CU-OE-CXC

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Jamille R. Travis (“Plaintiff” or “Class
4 Representative”), individually and on behalf of all others similarly situated, and Defendant Guild
5 Mortgage Company (“Defendant” or “Guild”) (collectively with Plaintiff, the “Parties”).

6 **DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions contained
8 elsewhere in this Settlement Agreement will also be effective:

9 1. “Action” means the action entitled *Jamille R. Travis v. Guild Mortgage Company*, Case
10 No. 30-2014-00727549-CU-OE-CXC, currently pending in the Orange County Superior Court, before
11 Judge William D. Cluster (the “Court”).

12 2. “Class Counsel” means BISNAR | CHASE LLP.

13 3. “Gross Settlement Amount (GSA)” means the maximum settlement amount of Five
14 Hundred Thousand Dollars (\$500,000) to be paid by Defendant in full satisfaction of all claims arising
15 from the Action, which includes all Individual Settlement Payments to Participating Class Members, the
16 Class Representative Enhancement Payment to Plaintiff, Claims Administration Costs to the Claims
17 Administrator, the Labor and Workforce Development Agency Payment, and Class Counsel’s
18 Attorneys’ Fees and Costs (all of which are defined herein). Defendant’s share of employer payroll-
19 related taxes shall be paid outside of the GSA.

20 4. “Net Settlement Amount (NSA)” means the portion of the GSA remaining after
21 deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs,
22 Labor and Workforce Development Agency Payment, and Attorneys’ Fees and Costs. The NSA will be
23 distributed to Participating Class Members. Plaintiff and Defendant agree that the amount actually
24 distributed to the Participating Class Members will equal at least Fifty Percent (50%) of the NSA. If the
25 total Individual Settlement Payments would equal less than Fifty Percent (50%) of the NSA, the Claims
26 Administrator will proportionately increase the Individual Settlement Payment for each Participating
27 Class Member to ensure that the total Individual Settlement Payments equals 50% of the NSA. Any
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1 unclaimed amounts above 50% of the NSA will revert to, and shall be the exclusive property of, Guild.

2 5. "Class Period" means from June 9, 2010 through December 31, 2015.

3 6. "Class Members or Settlement Class" means all persons who were employed by Guild
4 in the State of California as a Loan Processor at any time during the Class Period.

5 7. "Class List" means a complete list of all Class Members whom will be sent a Notice
6 Packet. Defendant will diligently and in good faith compile from their records a Class List which
7 Defendant will provide to the Claims Administrator within seven (7) calendar days after Preliminary
8 Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel
9 spreadsheet and will include each Class Member's full name; most recent mailing address and telephone
10 number; Social Security number; dates of employment; and the respective number of Workweeks
11 worked during the Class Period.

12 8. "Notice Packet" means the Notice of Settlement, Claim Form, and Exclusion Form,
13 substantially in the forms attached as Exhibits A, B, and C hereto.

14 9. "Individual Settlement Payment" means each Class Member's share of the NSA, to be
15 distributed to Participating Class Members, the sum of which will be based on the proportionate number
16 of Workweeks the Class Member worked during the Class Period in relation to the total Workweeks
17 worked by all Class Members.

18 10. "Participating Class Members" means all Class Members who submit valid and timely
19 Claim Forms and who do not submit valid and timely Requests for Exclusion.

20 11. "Workweeks" means the number of weeks of employment that each Class Member
21 worked as a Loan Processor for Defendant in California at any time during the Class Period. Defendant
22 will determine the number of Workweeks by calculating the number of days each Class Member worked
23 as a Loan Processor in California during the Class Period, dividing by seven (7), and rounding up to the
24 nearest whole number.

25 12. "Workweek Value" means the value of each Workweek, as determined by the formula
26 set forth *supra*.

27 13. "Claim Form" means the document, substantially in the form attached hereto as Exhibit
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1 B, that Class Members must complete and postmark or fax by the Response Deadline to receive an
2 Individual Settlement Payment.

3 14. "Exclusion Form" means the document, substantially in the form attached hereto as
4 Exhibit C, that Class Members must complete and postmark or fax by the Response Deadline in order to
5 be excluded from the Settlement. The date of the fax or postmark on the mailing envelope will be the
6 exclusive means to determine whether the Exclusion Form has been timely submitted. A Class Member
7 who does not submit an Exclusion Form by the Response Deadline will be deemed a Class Member and
8 will be bound by all terms of the Settlement Agreement, if the Court grants final approval.

9 15. "Response Deadline" means the deadline by which Class Members must postmark to
10 the Claims Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to the
11 settlement. The Response Deadline will be thirty-five (35) calendar days from the initial mailing of the
12 Notice Packet by the Claims Administrator, unless the 35th day falls on a Sunday or Federal holiday, in
13 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
14 open. The Response Deadline for Claim Forms or Requests for Exclusion will be extended fifteen (15)
15 calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator,
16 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
17 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
18 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
19 however, will the Claims Administrator have the authority to unilaterally extend the deadline for Class
20 Members to submit a Claim Form, Request for Exclusion, or objection to the settlement.

21 16. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
22 in recognition of her effort and work in prosecuting the Action on behalf of Class Members. Subject to
23 the Court granting final approval of this Settlement Agreement, and subject to the exhaustion of any and
24 all appeals, Plaintiff will request Court approval of a modest sum of Five Thousand Dollars (\$5,000) to
25 Plaintiff as a Class Representative Enhancement Payment. Any portion of the Class Representative
26 Enhancement Payment not awarded to Plaintiff will be reallocated to the NSA and proportionally
27 distributed to Participating Class Members as defined *supra*.

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1 17. “Claims Administrator” means Phoenix Settlement Administrators, or any other third-
2 party class action settlement claims administrator agreed to by the Parties and approved by the Court for
3 the purposes of administering this settlement. The Parties each represent that they do not have any
4 financial interest in the Claims Administrator or otherwise have a relationship with the Claims
5 Administrator that could create a conflict of interest.

6 18. “Claims Administration Costs” means the costs payable from the GSA to the Claims
7 Administrator for administering this Settlement including, but not limited to, printing, distributing, and
8 tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
9 distributing the GSA, and providing necessary reports and declarations, and other duties and
10 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Claims
11 Administration Costs will be paid from the GSA which the Claims Administrator has estimated to be
12 Eight Thousand, Five Hundred Dollars (\$8,500), and will remain that amount even if the number of
13 Class Members increases to no more than 265. In any event, the Class Administration Costs shall not
14 exceed Ten Thousand Dollars (\$10,000).

15 19. “Labor and Workforce Development Agency Payment” means the amount that the
16 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
17 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).
18 The Parties have agreed that One Thousand Five Hundred Dollars (\$1,500) of the GSA will be allocated
19 to the resolution of any Class Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-Five
20 Percent (75%), or One Thousand One Hundred and Twenty-Five Dollars (\$1,125), of the PAGA
21 Settlement Amount will be paid to the California Labor and Workforce Development Agency, and
22 Twenty-Five Percent (25%), or Three Hundred and Seventy-Five Dollars (\$375), of the PAGA
23 Settlement Amount will be included in the NSA.

24 20. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
25 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred
26 and to be incurred by Class Counsel in the Action including, but not limited to, costs associated with
27 filing the Action, conducting discovery, preparing for and participating in two mediations, documenting
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1 the Settlement, providing any notices required as part of the Settlement or Court order, securing the
2 Court's approval of the Settlement, administering the Settlement, and obtaining entry of the Judgment
3 terminating the Action. Class Counsel will request attorneys' fees not in excess of One-Third of the
4 GSA, or One Hundred and Sixty-Six Thousand, Six Hundred And Sixty-Six Hundred Dollars
5 (\$166,666). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of
6 any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to
7 Twenty Thousand Dollars (\$20,000), subject to the Court's approval. Defendant has agreed not to
8 oppose Class Counsel's request for fees and reimbursement of costs and expenses as set forth above.
9 Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be reallocated to the
10 NSA and proportionately distributed to Participating Class Members as set forth *supra*.

11 21. "Effective Date" means the later of: (a) if any timely objections are filed, the 30th day
12 after the Court enters an order granting final approval of the Settlement; (b) if no timely objections are
13 filed, the date upon which the Court enters an order granting final approval of the Settlement; or (c) if
14 any timely appeals are filed, the resolution of any such appeals in a way that does not alter the terms of
15 the Settlement.

16 22. "Notice of Objection" means a Class Member's valid and timely objection to the
17 Settlement Agreement. For the Notice of Objection to be valid, it must be submitted by the Response
18 Deadline, in writing and should include: (a) the objector's full name, signature, address, and telephone
19 number, (b) a written statement of all grounds for the objection accompanied by any legal support for
20 such objection; and (c) copies of any papers, briefs, or other documents upon which the objection is
21 based.

22 23. "Preliminary Approval" means the Court order granting preliminary approval of the
23 Settlement Agreement.

24 24. "Released Claims" means all wage and hour claims, rights, demands, liabilities and
25 causes of action of every nature and description which arose during the Class Period related to the claims
26 litigated in the Action against Defendant, including without limitation statutory, contractual or common
27 law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, restitution,
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1 equitable relief, or any other relief, including claims based on the following categories of allegations: (a)
2 claims for unpaid overtime; (b) claims for meal and rest period violations; (c) claims for unpaid wages,
3 including and not limited to, minimum wages; (d) claims for the failure to timely pay wages upon
4 discharge or termination of employment; (e) claims for the failure to timely pay wages during
5 employment; (f) claims for wage statement violations; (g) claims for conversion, fraud, and unjust
6 enrichment arising out the alleged failure to pay wages; (h) all claims asserted through California Labor
7 Code sections 2699 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) arising out of the
8 aforementioned claims; and (i) all claims asserted through California Business & Professions Code §
9 17200 *et seq.* arising out of the aforementioned claims. Notwithstanding the foregoing, the scope of these
10 Released Claims is not meant to be and shall not be interpreted or understood to include any claim
11 beyond the scope of res judicata in this Action.

12 25. “Released Parties” means Defendant and any of its former and present parents,
13 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, dba’s and
14 assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents,
15 attorneys, insurers, reinsurers and any other successors, assigns, or legal representatives, spouses, heirs,
16 beneficiaries, estates, executors, administrators, personal representatives, trustees, and any natural, legal
17 or juridical person or entity acting on behalf of or having liability in respect of Defendant in their
18 respective capacities as such, if any.

19 TERMS OF AGREEMENT

20 Plaintiff, on behalf of herself and the Settlement Class, and Defendant, agree as follows:

21 26. Funding of the GSA. As soon as practicable, but no less than thirty (30) calendar days
22 after the Effective Date, Defendant will make a one-time deposit of all Court approved and claimed
23 amounts from the GSA into a Qualified Settlement Account (“QSA”) to be established by the Claims
24 Administrator. Within seven (7) calendar days of the funding of the Settlement, the Claims
25 Administrator will issue the following payments: (a) Individual Settlement Payments to Participating
26 Class Members; (b) Class Representative Enhancement Payment; (c) the Labor and Workforce
27 Development Agency Payment; and (d) Class Counsel Attorneys’ Fees and Costs. The Claims
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1 Administrator will also issue a payment to itself for Court-approved services performed in connection
2 with the Settlement at the same time.

3 27. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
4 or motion by Class Counsel for attorneys' fees of not more than One Hundred and Sixty-Six Thousand,
5 Six Hundred Sixty-Six Dollars (\$166,666), plus the reimbursement of costs and expenses associated
6 with Class Counsel's litigation and settlement of the Action, not to exceed Twenty Thousand Dollars
7 (\$20,000), both of which will be paid from the GSA.

8 28. Class Representative Enhancement Payment. In exchange for her general release, and in
9 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendant
10 agrees not to oppose or impede any application or motion for Class Representative Enhancement
11 Payment of Five Thousand Dollars (\$5,000), to Plaintiff. The Class Representative Enhancement
12 Payment will be paid from the GSA and will be in addition to Plaintiff's Individual Settlement Payment
13 paid pursuant to the Settlement. Plaintiff will not be required to submit a Claim Form to receive her
14 Individual Settlement Payment. Plaintiff will be solely and legally responsible to pay any and all
15 applicable taxes on the Class Representative Enhancement Payment and will indemnify and hold
16 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of such
17 payment.

18 29. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
19 costs of administration of the Settlement and distribution of payments from the GSA, which are currently
20 estimated to be Eight Thousand Five Hundred Dollars (\$8,500), and cannot exceed Ten Thousand
21 Dollars (\$10,000). These costs, which will be paid from the GSA, will include, *inter alia*, the required
22 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
23 distributing the Notice Packet, compiling and reporting on Claim Forms, Exclusion Forms or Objections,
24 calculating and distributing the GSA, making any other payments required hereunder, and providing
25 necessary reports and declarations. Any portion of the estimated or designated Class Administration
26 Costs which are not in fact required to fulfill the total Class Administration Costs will become part of the
27 NSA.

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1 30. Labor and Workforce Development Agency Payment. Subject to Court approval, the
2 Parties agree that the amount of One Thousand Five Hundred Dollars (\$1,500) from the GSA will be
3 designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA,
4 Seventy-Five Percent (75%), or One Thousand One Hundred and Twenty-Five Dollars (\$1,125), of the
5 PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency,
6 and Twenty-Five Percent (25%), or Three Hundred and Seventy-Five Dollars (\$375), of the PAGA
7 Settlement Amount will be included in the NSA.

8 31. Net Settlement Amount. The NSA will be used to satisfy Individual Settlement
9 Payments to Participating Class Members in accordance with the terms of this Settlement. If the total
10 claimed Individual Settlement Payments would equal less than 50% of the NSA, the Claims
11 Administrator will proportionately increase the Individual Settlement Payment for each Participating
12 Class Member so that the amount actually distributed to Participating Class Members equals at least 50%
13 of the NSA.

14 32. Individual Settlement Payment Calculations. Individual Settlement Payments will be
15 calculated and apportioned from the NSA based on the number of Workweeks a Class Member worked
16 during the Class Period. Specific calculations of Individual Settlement Payments will be made as
17 follows:

18 32(a) Defendant will calculate the number of Workweeks worked by each Class
19 Member ("Individual Workweeks") and the number of Workweeks worked
20 by all Class Members ("Class Workweeks) during the Class Period.

21 32(b) To determine each Class Member's Individual Settlement Payment, the
22 Claims Administrator will use the following formula: Individual
23 Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × NSA.

24 32(c) If the total Individual Settlement Payments actually claimed by Participating
25 Class Members equals less than 50% of the NSA, the Individual Settlement
26 Payments will proportionately increase for each Participating Class Member
27 submitting a Claim Form such that the total Individual Settlement Payments
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1 equal not less than 50% of the NSA.

2 32(d) The Individual Settlement Payment will be reduced by any required
3 deductions for each Participating Class Members as set forth herein,
4 including employee tax withholdings or deductions.

5 33. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
7 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
8 Class Members may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k)
9 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
10 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
11 or amounts to which any Class Members may be entitled under any benefit plans.

12 34. Claims Administration Process. The Parties agree to cooperate in the administration of
13 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
14 incurred in administration of the Settlement.

15 35. Delivery of the Class List. Within seven (7) calendar days of Preliminary Approval,
16 Defendant will provide the Class List to the Claims Administrator.

17 36. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
18 List from Defendant, the Claims Administrator will mail a Notice Packet to all Class Members via
19 regular First-Class U.S. Mail, using the most current, known mailing addresses from the Class List.

20 37. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
21 Administrator will perform a search based on the National Change of Address Database or any other
22 similar services available, such as provided by Experian, for information to update and correct for any
23 known or identifiable address changes. Any Notice Packets returned to the Claims Administrator as
24 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
25 Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date of
26 such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator
27 will promptly attempt to determine the correct address using a skip-trace, or other search using the name,
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1 address and/or Social Security number of the Class Member involved, and will then perform a single re-
2 mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by
3 request, will have an additional fifteen (15) days from the Response Deadline to postmark a Claim Form,
4 Exclusion Form, or an objection to the Settlement.

5 38. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
6 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
7 principal terms; (c) the Settlement Class definition; (d) the total number of Workweeks each respective
8 Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated
9 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the
10 dates which comprise the Class Period; (g) instructions on how to submit valid Claim Forms, Exclusion
11 Form, or objections; (h) the deadlines by which the Class Member must postmark Claim Forms,
12 Requests for Exclusions, or file and serve objections to the Settlement; (i) the claims to be released, as set
13 forth herein; and (j) the date for the final approval hearing.

14 39. Disputed Information on Notice Packets. Class Members will have an opportunity to
15 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
16 number of Workweeks to which they have been credited or the amount of their Individual Settlement
17 Payments, Class Members may produce evidence to the Claims Administrator showing that such
18 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be
19 presumed determinative. However, if a Class Member produces evidence to the contrary, the Claims
20 Administrator will evaluate the evidence submitted by the Class Member and will make the final
21 decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement
22 Payment to which the Class Member may be entitled. All such disputes are to be resolved not later than
23 fourteen (14) days after the Response Deadline.

24 40. Claim Form Procedures (Plaintiff's Exception). To receive Individual Settlement
25 Payments, all Class Members will be required to submit a timely Claim Form by the Response Deadline.
26 However, Plaintiff is not required to submit a Claim Form to receive her Individual Settlement Payment.
27 All Claim Forms must be signed and returned to the Claims Administrator via fax or first class mail
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1 postmarked by the Response Deadline. The date of the postmark or fax on the return mailing envelope
2 will be the exclusive means to determine whether a Claim Form has been timely submitted. However, it
3 is not the intention of the Parties to exclude Class Members from participating in the Settlement for
4 technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the
5 Claims Administrator will compile a list of claims rejected for (1) failure to cure an unsigned Claim
6 Form or (2) late submission of the Claim Form. As to the Class Members on that rejected claims list,
7 any Class Member who requests the ability to participate in the Settlement will be included as a
8 Participating Class Member so long as that written request is received by the Effective Date.

9 41. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
10 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the
11 defect(s). The Claims Administrator will mail the Class Member a Cure Letter within three (3) business
12 days of receiving the defective submission to advise the Class Member that his or her submission is
13 defective and that the defect must be cured to render the Claim Form or Exclusion Form valid. The
14 Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days
15 from the date of the cure letter, whichever date is later, to postmark or fax a revised Claim Form or
16 Exclusion Form. If a Class Member responds to a Cure Letter by filing a defective claim, then the
17 Claims Administrator will have no further obligation to give notice of a need to cure. If the revised
18 Claim Form is not postmarked or received by fax within that period, it will be deemed untimely.

19 42. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
20 Settlement Agreement must sign and postmark or fax the Exclusion Form to the Claims Administrator
21 within the Response Deadline. The date of the postmark on the return mailing envelope or fax receipt
22 confirmation will be the exclusive means to determine whether Exclusion Form has been timely
23 submitted. All Exclusion Forms will be submitted to the Claims Administrator, who will certify jointly
24 to Class Counsel and Defendant's Counsel that the Exclusion Forms were timely submitted.

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26 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
27 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
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1 Exclusion Form will be bound by all of its terms, including those pertaining to the Released Claims, as
2 well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

3 44. Objection Procedures. To object to the Settlement Agreement, a Class Member must
4 serve copies of the Notice of Objection to Class Counsel and Guild's attorneys before the Response
5 Deadline, and shall not file the Notice of Objection with the Court. The Notice of Objection must be
6 signed by the Class Member and contain all information required by this Settlement Agreement. The
7 postmark date of the service will be deemed the exclusive means for determining that the Notice of
8 Objection is timely. Class Members will also have a right to appear at the Final Approval Hearing to
9 have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit
10 or otherwise encourage Class Members to submit written objections to the Settlement Agreement, make
11 oral objections at the Final Approval Hearing, or appeal from the Order and Judgment. Class Counsel
12 will not represent any Class Members with respect to any such objections to this Settlement.

13 45. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which
15 certifies: (a) the number of Participating Class Members from the Settlement Class who have submitted
16 valid Claim Forms; (b) the number of Class Members who have submitted valid Exclusion Forms; (c)
17 the NSA claimed by Participating Class Members; and (d) whether any Class Member has submitted a
18 challenge to any information contained in their Claim Form or Notice Packet. Additionally, the Claims
19 Administrator will provide to counsel for both Parties any updated reports regarding the administration
20 of the Settlement Agreement as needed or requested.

21 46. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to
22 Participating Class Members will be negotiable for at least 180 calendar days. Those funds represented
23 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for
24 more than 180 calendar days after issuance will be tendered to the California Department of Industrial
25 Relations Unpaid Wage Fund (*see* Cal. Lab. Code § 96.6).

26 47. Certification of Completion. Upon completion of administration of the Settlement, the
27 Claims Administrator will provide a written declaration under oath to certify such completion to the
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1 Court and counsel for all Parties.

2 48. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments
3 will be allocated as follows: Twelve percent (12%) of each Individual Settlement Payment will be
4 allocated as wages, Eighty-eight percent (88%) of each Individual Settlement Payment will be allocated
5 as interest and penalties. Employee taxes shall be withheld for the portion of each Individual Settlement
6 Payment, and shall be reported on an IRS Form W-2 by the Claims Administrator. Those portions
7 allocated to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

8 49. Administration of Taxes by the Claims Administrator. The Claims Administrator will
9 be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099,
10 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
11 Claims Administrator will also be responsible for forwarding all employee payroll taxes and penalties to
12 the appropriate government authorities.

13 50. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
14 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
15 any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard.
16 Plaintiff and Participating Class Members understand and agree that, except for Defendant's payment of
17 the employer's portion of any payroll taxes, Plaintiff and Participating Class Members will be solely
18 responsible for the payment of any taxes and penalties assessed on the payments described herein.

19 51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
20 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
21 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
22 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
23 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
24 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
25 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
26 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
27 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
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1 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
2 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
3 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
4 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
5 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
6 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
8 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
9 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
10 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
11 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
13 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
14 AGREEMENT.

15 52. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
18 action or right herein released and discharged.

19 53. Release of Additional Claims and Rights by Plaintiff. Upon the Effective Date, and as a
20 condition of receiving any portion of her Class Representative Enhancement Payment, Plaintiff will
21 agree to the additional following General Release: In consideration of Defendant's promises and
22 agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all
23 Released Claims and also generally releases and discharges the Released Parties from any and all claims,
24 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have
25 been asserted against the Released Parties arising out of or relating to Plaintiff's employment by
26 Defendant or termination thereof including, but not limited to, claims for wages, wage statement
27 violations, meal and rest period violations, unpaid vacation and wages upon termination, unpaid
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1 overtime, restitution, penalties, retaliation, defamation, discrimination, harassment, fraud, conversion,
2 unjust enrichment, or wrongful termination of employment, as well as wage and hour class claims which
3 could have been brought based upon the factual allegations in the Action. This release specifically
4 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
5 penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating
6 to or in any way connected with the matters referred to herein, whether or not known or suspected to
7 exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all
8 rights and benefits afforded to her by California Civil Code Section 1542, which provides:

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10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
11 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
12 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
13 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
14 THE DEBTOR.

13 54. Release of Plaintiff by Defendant. Upon the Effective Date, Defendant will fully and
14 forever discharge, release, and covenant not to sue Plaintiff, her past and present representatives, agents,
15 attorneys, accountants, assigns and heirs, and each of them, from any and all claims, causes of action,
16 debts, guaranties, warranties (express or implied), balances, liabilities, demands, dividends, profits,
17 interest, earnings, obligations, costs, expenses, wages, penalties, damages and liens of every kind
18 whatsoever, whether known or unknown, suspected or unsuspected, arising out of, based upon or
19 relating to her employment or the termination of her employment.

20 55. Proportionality of Relief. The GSA was calculated based on the understanding that
21 there are approximately two hundred and forty (240) Class Members. If the total number of Class
22 Members increases by more than 10 percent (10%) (i.e., to two hundred and sixty-five (265) or more
23 Class Members), the Parties agree that the GSA will be proportionally increased.

24 56. Option to Terminate. Defendant will have, in its sole discretion, the right to void and
25 withdraw from the Settlement if, at any time prior to final approval, ten percent (10%) or more of the
26 Settlement Class opt outs of the Settlement. Defendant must exercise this right of rescission, in writing,
27 to Class Counsel within fourteen (14) calendar days of the Response Deadline. If the option to rescind is
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1 exercised, then Defendant will be solely responsible for all Claims Administration Costs incurred by the
2 Claims Administrator to that date.

3 57. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
4 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
5 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
6 and void, and all amounts deposited into the QSA will be returned to Defendant. Any order or judgment
7 entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from
8 the beginning.

9 58. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
10 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
11 Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b)
12 Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final
13 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
14 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
15 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
16 Settlement, and will include the proposed Notice Packet (i.e., the proposed Notice of Settlement, the
17 proposed Claim Form, and the Exclusion Form, attached as Exhibits A, B, and C, respectively). Class
18 Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

19 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadlines to postmark Claim Forms, Exclusion Forms, or objections to the Settlement Agreement, and
21 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
22 determine the Final Approval of the Settlement Agreement along with the amounts properly payable for:
23 (a) Individual Settlement Payments to Participating Class Members; (b) the Labor and Workforce
24 Development Agency Payment; (c) Class Counsel's Attorneys' Fees and Costs; (d) the Class
25 Representative Enhancement Payment; and (e) Claims Administration Costs. The Final
26 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) days after the Response
27 Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final
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1 approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to
2 be heard at the final approval hearing.

3 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
4 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
5 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b)
7 Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court
8 rules or as set forth in this Settlement. Class Counsel will be responsible for preparing the proposed
9 judgment and ensuring judgment is timely entered.

10 61. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
12 Any Exhibits to this Settlement are an integral part of the Settlement.

13 62. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
15 may be deemed binding on the Parties.

16 63. Amendment or Modification. This Settlement Agreement may be amended or modified
17 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

18 64. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
23 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
24 unable to reach agreement on the form or content of any document needed to implement the Settlement,
25 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
26 the Parties may seek the assistance of the Court to resolve such disagreement.

27 65. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
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1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 66. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
3 will be governed by and interpreted according to the laws of the State of California.

4 67. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
7 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange
8 among themselves original signed counterparts.

9 68. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
11 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
12 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
13 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
14 fairness and reasonableness of this Settlement. In addition, the Mediator may execute a declaration
15 supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion,
16 contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
17 reasonable.

18 69. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
21 valid and enforceable.

22 70. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
23 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
24 appeal any reduction in the Attorneys' Fees and Costs below the amount they requests from the Court,
25 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

26 71. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
27 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not
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1 approved, the stipulation to certification will be void. The Parties further agree that certification for
2 purposes of the Settlement is not an admission that class action certification is proper under the standards
3 applied to contested certification motions and that this Settlement Agreement will not be admissible in
4 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
5 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

6 72. Captions. The captions and section numbers in this Settlement Agreement are inserted
7 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Settlement Agreement.

9 73. Waiver. No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
11 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
12 remedy.

13 74. Enforcement Action. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
15 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
16 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
17 expert witness fees incurred in connection with any enforcement Action.

18 75. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one party than another merely by virtue of the fact that it may have been prepared
21 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
22 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

23 76. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
27 Settlement Agreement.
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77. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

78. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.


79. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

80. No Admission of Liability. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience and expense. Nothing contained herein, nor in the consummation of this Settlement Agreement, is construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of the Defendant. This Settlement Agreement is a settlement document and shall, pursuant to Evidence Code Section 1152, et. seq., be inadmissible as evidence in any other proceeding, except in an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF



Dated: 8/25/2016


Plaintiff Jamille R. Travis

DEFENDANT: Guild Mortgage Company

Dated: _____

Please Print Name of Authorized Signatory

1 Dated: 8-24-16

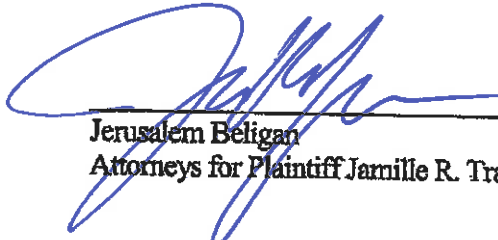


TERRY SCHMIT
Please Print Name of Authorized Signatory

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4 **APPROVED AS TO FORM**

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6 **BISNAR CHASE LLP**

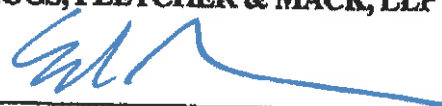
7 Dated: 8/25/16



Jerusalem Beligan
Attorneys for Plaintiff Jamille R. Travis

10 **HIGGS, FLETCHER & MACK, LLP**

11 Dated: 8/25/16



James M. Peterson
Edwin M. Boniske
Attorneys for Defendant Guild Mortgage Company

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