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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 13 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

RYAN GENTILE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

HOMESIDE FINANCIAL, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2021-01217575-CU-OE-CXC

[Related to Case No. 30-2021-01230333-CU-
OE-CXC]

Assigned for all purposes to
Hon. Peter Wilson
Dept. CX-101

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: June 8, 2023
Time: 2:00 PM
Dept: CX-101

1 WHEREAS, the above-entitled action and related action entitled *Ryan Gentile, et al., v.*
2 *Homeside Financial LLC, et al.*, Case No. 30-2021-01230333-CU-OE-CXC are pending before
3 this Court as putative class and PAGA actions (collectively the “Action”);

4 WHEREAS, Plaintiff Ryan Gentile (“Plaintiff”), individually and on behalf of all others
5 similarly situated and on behalf of the general public have applied to this Court for an order
6 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation for
7 Settlement (the “Settlement” or “Agreement”) entered into by Plaintiff and Defendant
8 Homeside Financial, LLC (“Defendant”) which sets forth the terms and conditions for a
9 proposed settlement upon the terms and conditions set forth therein (Plaintiff and Defendant
10 shall be collectively referred to herein as the “Parties”); and

11 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
12 Approval of Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
14 THAT:

15 1. This Order incorporates by reference the definitions in the Settlement attached as
16 Exhibit 1 to the Declaration of Daniel E. Ishu in Support of Plaintiff’s Motion for Preliminary
17 Approval of Class Action Settlement, the Addendum to Joint Stipulation of Class Action
18 Settlement attached as Exhibit 1 to the Supplemental Declaration of Daniel E Ishu (collectively
19 the “Settlement”), and all terms defined therein shall have the same meaning in this Order.

20 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
21 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
22 adequate and reasonable when balanced against the probable outcome of further litigation
23 relating to liability and damages issues; (c) sufficient investigation and research have been
24 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
25 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
26 as avoid the delay and risks that would be presented by the further prosecution of the Action;
27 and (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

1 3. With respect to the Class and for purposes of proceeding pursuant to California
2 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class
5 that predominate over any questions affecting only individual Class Members; (c) Plaintiff's
6 claims are typical of the Class' claims; (d) class certification is a superior method for
7 implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the
8 Class Representatives can fairly and adequately protect the Class' interests; and (f) Class
9 Counsel are qualified to serve as counsel for the Class.

10 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
11 conditionally certifies the class for settlement purposes only. The Class is defined as all current
12 and former non-exempt employees who are or were employed by Defendant in California at any
13 time from February 27, 2017 through October 14, 2022.

14 5. Under the settlement PAGA Group Members are all current and former non-
15 exempt employees who were employed by Defendant in California at any time from August 24,
16 2020 through October 14, 2022.

17 6. Plaintiff Ryan Gentile is hereby preliminarily appointed and designated, for all
18 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
19 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel
20 is authorized to act on behalf of the Class Members with respect to all acts or consents required
21 by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary
22 to consummate the Settlement. Any Class Member may enter an appearance either personally or
23 through counsel of such individual's own choosing and at such individual's own expense. Any
24 Class Member who does not enter an appearance or appear on his or her own will be represented
25 by Class Counsel.

26 7. Should, for whatever reason, the Settlement not become final, the fact that the
27 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
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1 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
2 in a non-settlement context.

3 8. The Court hereby preliminarily approves the definition and disposition of the
4 Gross Settlement Amount and Net Settlement Amount and related matters provided for in the
5 Settlement, subject to modification at final approval.

6 9. The Court hereby preliminarily approves Class Counsel attorneys' fees of
7 \$125,333.33, Class Counsel litigation expenses not to exceed \$25,000.00, an Incentive Award up
8 to \$5,000.00 to Plaintiff, payment to the LWDA in the amount of \$18,750.00, and costs of
9 administration not to exceed \$6,250.00, subject to final approval.

10 10. The Court hereby approves, as to form and content, the Class Notice, to be
11 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially
12 in the manner and form set forth in the Settlement and this Order, meets the requirements of due
13 process, is the best notice practicable under the circumstances, and shall constitute due and
14 sufficient notice to all persons entitled thereto.

15 11. The Court hereby appoints Phoenix Settlement Administrators as Settlement
16 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
17 Class Members the Class Notice using the procedures set forth in the Settlement Agreement.
18 Class Members who wish to participate in the settlement provided for by the Settlement
19 Agreement do not need to respond to the Class Notice.

20 12. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
21 from the Gross Settlement Amount, including the cost of searching for Class Members'
22 addresses as provided in the Settlement, and all other reasonable costs of the Settlement
23 Administrator up to \$6,250.00 as provided in the Settlement.

24 13. Any Class Member may choose to opt-out of and be excluded from the Class, or
25 dispute, or object to the Settlement as provided in the Class Notice. Any such person who
26 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under
27 the Settlement and will not be bound by the Settlement or have any right to object, appeal or
28 comment thereon. Class Members who have not requested exclusion shall be Participating Class

1 Members and bound by all determinations of the Court, the Settlement, and the Final Judgment.
2 Class Members who elect to opt-out and be excluded, object, or dispute the Settlement must
3 submit their written elections to the Settlement Administrator no later than 60 days from the date
4 of the mailing of the Class Notice (“Response Deadline”), as provided for in the Class Notice. In
5 the event of a re-mailing, the Response Deadline shall be extended 15 days from the date of the
6 re-mailing, as provided for in the Settlement. Class Members who are also PAGA Members may
7 not opt-out of the PAGA Settlement, and will be bound by the PAGA Release. PAGA Members
8 will receive their individual PAGA payments.

9 14. A Final Fairness and Approval Hearing shall be held before this Court on
10 **November 16, 2023 at 2:00 PM** in Department CX-101 of the Superior Court for the State of
11 California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. All
12 papers in support of final approval and related awards for fees, costs, and Plaintiff’s incentive
13 award must be filed and served at least 16 court days before the final approval hearing.

14 15. Any Participating Class Member may object to the Settlement by following the
15 instructions for submitting written objections, via mail or fax, that are set forth in the Settlement
16 Agreement and Class Notice, or may appear at the Final Fairness and Approval Hearing. The
17 Court shall retain final authority with respect to the consideration and admissibility of any
18 objections. Any Participating Class Member who objects to the Settlement shall be bound by the
19 order of the Court. Alternatively, any Participating Class Member may appear in person or
20 through counsel to orally object to the Settlement at the Final Approval Hearing.

21 16. The Settlement is not a concession or admission, and shall not be used against the
22 Released Parties, as an admission or indication with respect to any claim of any fault or omission
23 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
24 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
25 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
26 as or deemed to be evidence of a presumption, concession, indication or admission by Defendant
27 of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
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1 action or proceeding, except for purposes of enforcing the Settlement once it receives final
2 approval.

3 17. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
4 other than proceedings necessary to carry out or enforce the terms of the Settlement and this
5 Order, are hereby stayed.

6 18. Jurisdiction is hereby retained over this Action, the Parties to the Action, and
7 each of the Class Members for all matters relating to this Action, and this Settlement, including
8 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
9 enforcement of this Settlement and this Order.

10 19. The Court reserves the right to adjourn or continue the date of any hearing and all
11 dates provided for in the Settlement without further notice to Class Members, and retains
12 jurisdiction to consider all further applications arising out of or connected with the proposed
13 Settlement.

14 20. The Joint Stipulation of Class Action Settlement is attached hereto as Exhibit 1,
15 the Addendum to Joint Stipulation to Class Action Settlement is attached hereto as Exhibit 2,
16 and the Revised Class Notice is attached hereto as Exhibit 3.

17 **IT IS SO ORDERED.**

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19 DATED: June 13, 2023

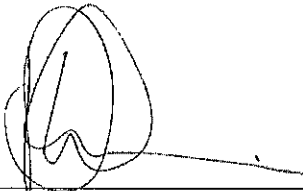
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19 _____
20 Honorable Peter Wilson
21 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

1 **AEGIS LAW FIRM, PC**
 KASHIF HAQUE, State Bar No. 218672
 2 SAMUEL A. WONG, State Bar No. 217104
 JESSICA L. CAMPBELL, State Bar No. 280626
 3 FAWN F. BEKAM, State Bar No. 307312
 4 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 5 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251
 6

7 Attorneys for Plaintiff, Ryan Gentile, individually,
 and on behalf of all others similarly situated.

8 AARON H. COLE, State Bar No. 236655
 9 CATHERINE L. BRACKETT, State Bar No. 332918
OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.
 10 400 South Hope Street, Suite 1200
 Los Angeles, CA 90071
 11 Telephone: 213.239.9800
 Facsimile: 213.239.9045

12 Attorneys for Defendant Homeside Financial, LLC
 13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 15 **FOR THE COUNTY OF ORANGE**
 16

17 RYAN GENTILE, individually and on behalf of
 all others similarly situated,

18 Plaintiff,

19 vs.
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21 HOMESIDE FINANCIAL, LLC; and DOES 1
 through 20, inclusive,
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23 Defendants.
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CASE NO.: 30-2021-01217575-CU-OE-CXC

*Assigned for all purposes to:
 Hon. Peter Wilson, Dept. CX-102*

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Ryan Gentile (“Named Plaintiff”)
7 and the Class Members, on the one hand, and Defendant Homeside Financial, LLC (“Defendant”),
8 on the other hand. Named Plaintiff and Defendant collectively are referred to in this Agreement as
9 “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Hundred Seventy-Six
12 Thousand Dollars (\$376,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set
15 forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the actions described as follows: *Ryan Gentile v. Homeside*
21 *Financial, LLC*, Case No. 30-2021-01217575-CU-OE-CXC and Case No. Case No. 30-2021-
22 01230333-CU-OE-CXC, commenced on August 24, 2021 in the Superior Court of the State of
23 California for the County of Orange.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means February 27, 2017 through October 14, 2022.

h. "Court" means the California Superior Court for the County of Orange, where the Action is currently pending.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendant" means Defendant Homeside Financial, LLC

k. "Defense Counsel" means counsel for Defendant:

Aaron H. Cole
Catherine L. Brackett
OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213.239.9800
Facsimile: 213.239.9045

1 l. “Disposition” means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. “Gross Settlement Amount” means Three Hundred Seventy-Six Thousand Dollars
8 and Zero Cents (\$376,000.00) to be paid by Defendant as provided by this Agreement to settle this
9 Action. All claims of the Class and all administration costs, attorney’s fees and costs, and Incentive
10 Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The
11 employer’s share of payroll taxes arising from the payments made under this settlement shall be paid
12 by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
13 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
14 Settlement Amount shall revert to Defendant.

15 o. “Incentive Award” means a monetary amount of up to Five Thousand Dollars
16 (\$5,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work
17 in prosecuting the Action on behalf of Class Members, and for their general release of claims.

18 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
19 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
20 by the calculations provided in this Agreement.

21 q. “LWDA” means The State of California Labor and Workforce Development Agency.

22 r. “LWDA Payment” means 75% of the \$25,000.00 allocated to the settlement of PAGA
23 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
24 this Agreement, as provided for below.

25 s. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
26 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
27 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
28 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Ryan Gentile.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
7 Payment, pursuant to Section 3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
12 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

13 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
14 codified in California Labor Code §§ 2698 *et seq.*

15 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
16 allocated to the resolution of Class Members' claims arising under PAGA. The Parties have agreed
17 that the PAGA Settlement Amount is Twenty Thousand Dollars (\$25,000.00), subject to Court
18 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
19 remaining 25% will be added to the Net Settlement Amount and distributed to Participating Class
20 Members.

21 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
22 time between August 24, 2020 and October 4, 2022.

23 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
24 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
25 Settlement Amount automatically without the need to return a claim form. Each Participating Class
26 Member will be paid his/her Individual Settlement Payment.

27 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
28 Settlement embodied in this Agreement.

1 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
2 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
3 Administrator for the benefit of Participating Class Members.

4 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
5 for Defendant as non-exempt employees during the Class Period.

6 ff. "Released Parties" means Defendant and its past, present, and/or future officers,
7 directors, shareholders, employees, agents, operators, principals, owners, heirs, representatives,
8 accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest,
9 members, divisions, fiduciaries, trustees, partners, shareholders, investors, and attorneys, if any.

10 gg. "Response Deadline" means the deadline by which Class Members must postmark or
11 fax to the Settlement Administrator requests for exclusion or notices of objection. The Response
12 Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the
13 Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal
14 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
15 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
16 mailing.

17 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
18 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
19 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
20 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
21 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
22 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
23 Settlement Amount.

24 ii. "Settlement Administrator" means Phoenix Settlement Administrators, which the
25 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
26 to be made by Defendant from the Gross Settlement Amount and related matters under this
27 Agreement.

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ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
2 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
3 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

6 The procedure for obtaining Court approval of and implementing this Agreement shall be as
7 follows:

8 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

9 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
10 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
11 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
12 Approval Date."

13 **Section 3.02: The Settlement Administrator**

14 The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and
15 to act as the Settlement Administrator, including but not limited to distributing and responding to
16 inquiries about the Notice Packet; determining the validity of exclusions/opt-outs; calculating the
17 Net Settlement Amount and the Individual Settlement Payments; issuing the Individual Settlement
18 Payment checks and distributing them to Participating Class Members; establishing and maintaining
19 the QSF; and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award
20 checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The
21 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

22 All costs of administering the Settlement, including but not limited to all costs and fees
23 associated with preparing, issuing, and mailing any and all notices to Class Members and/or
24 Participating Class Members; all costs and fees associated with computing, processing, reviewing,
25 and mailing the Individual Settlement Payments; all costs and fees associated with preparing any tax
26 returns and any other filings required by any governmental taxing authority or agency; all costs and
27 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
28 course of administering disbursements from the Net Settlement Amount; and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than five (5) business days after the Preliminary Approval Date, Defendant will
6 provide the Settlement Administrator with a “Class List” in electronic format based on its business
7 records, identifying the names of the Class Members, their last known home addresses, Social
8 Security numbers or, as applicable, other taxpayer identification number, and their dates of
9 employment or weeks worked during the Class Period.

10 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
11 Administrator will send Class Members, by first-class mail at their last known address, the Court
12 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
13 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
14 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
15 mailing in which to postmark requests for exclusion. Prior to the initial mailing, the Settlement
16 Administrator will check all Class Member addresses against the National Change of Address
17 database and shall update any addresses before mailing. The Settlement Administrator will skip trace
18 and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet
19 was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall have fifteen (15)
20 calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing,
21 whichever is later, in which to postmark requests for exclusion. Class Members shall not be required
22 to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

23 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
24 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
25 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
27 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
28 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties

1 that reasonable means be used to locate Class Members and that the Settlement Administrator be
2 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
3 Individual Settlement Payments to all Participating Class Members.

4 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
5 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
6 status report provided to the Parties.

7 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
8 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
9 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
10 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
11 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
12 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
13 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
14 procedures set forth in Section 3.06(f) below within 30 days of the date the check cashing period
15 expires.

16 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
17 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
18 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
19 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
20 exclusion and objections that the Settlement Administrator received.

21 **Section 3.04: Responses to Notice**

22 **a. Class Member Disputes**

23 If any Class Member disagrees with Defendant's records as to his or her Qualifying
24 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
25 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
26 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
27 supporting documentation. The Notice will also provide a method for the Class Member to challenge
28 the employment data on which his or her Individual Settlement Payment is based. The Settlement

1 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
2 to resolve it. The Court shall have the right to review and reverse any decision made by the Settlement
3 Administrator regarding a claim dispute. If the Parties are unable to resolve the dispute, the Court
4 will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period
5 based on the information provided to it, unless otherwise ordered by the Court.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
12 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
13 (*i.e.*, opt out). The date of the initial mailing of the Notice Packet, and the date the signed request for
14 exclusion was postmarked, shall be conclusively determined according to the records of the
15 Settlement Administrator. Any Class Member who timely and validly requests exclusion from the
16 Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound
17 by the terms and conditions of this Agreement, and will not have any right to object, appeal, or
18 comment thereon.

19 Any Class Member who fails to timely submit a request for exclusion shall automatically be
20 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
21 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
22 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
23 and/or released in this Agreement will be extinguished.

24 Should the number of Class Members who submit valid requests for exclusion exceed 15,
25 Defendant shall have the right to elect to void the Settlement. Should Defendant exercise the right to
26 void the Settlement, Defendant shall be responsible for the Settlement Administrator's costs incurred
27 to date.

28

1 **c. Objections to Settlement**

2 For any Class Member to object to this Agreement or any term therein, the person making
3 the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
4 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
5 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
6 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
7 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
8 the date the signed objection was postmarked, shall be conclusively determined according to the
9 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
10 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
11 Members may also appear at the final approval hearing to object. The Court retains final authority
12 with respect to the consideration and admissibility of any Class Member objections.

13 **d. Encouragement of Class Members**

14 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
15 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
16 from this Settlement (*i.e.*, opt out), or to object to it. However, Class Counsel may respond to
17 inquiries from Class Members.

18 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

19 Defendant has estimated the number of workweeks in which Class Members worked for
20 Defendant during the Class Period as 4,700. If the number of workweeks in which Class Members
21 worked for Defendant during the Class Period increases by more than 10% as of the end of the Class
22 Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$80 per additional
23 workweek in which Class Members worked for Defendant during the Class Period.

24 **Section 3.05: Final Fairness and Approval Hearing**

25 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
26 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
27 and determine whether the Court should give it final approval, and (2) consider any objections made
28 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the

1 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
2 Proposed Final Order Approving Settlement of Class Action.

3 Notice of the Final Approval Order and Judgment shall be posted on the Settlement
4 Administrator's website. The URL for the website shall be printed on the checks sent to Participating
5 Class Members.

6 **Section 3.06: Settlement Payment Procedures**

7 **a. Settlement Amount**

8 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
9 Gross Settlement Amount in the amount of Three Hundred Seventy-Six Thousand Dollars
10 (\$376,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
11 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
12 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
13 Amount, and the Incentive Payments.

14 Within ten (10) business days after the Court signs the Final Order, Defendant shall transfer
15 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
16 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
17 to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use
18 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
19 Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the
20 Settlement Administration Costs.

21 Within ten (10) business days after receiving Defendants' final payment, funding the Gross
22 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
23 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
24 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
25 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
26 search based on the National Change of Address Database to update and correct for any known or
27 identifiable address changes.

28

1 **b. Payment of Attorneys' Fees and Costs**

2 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
3 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
4 Hundred Twenty-Five Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
5 (\$125,333.33). Class Counsel shall submit an application for an award of costs not to exceed Twenty-
6 Five Thousand Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard
7 by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any
8 such application in these amounts. Class Counsel shall serve Defendant with copies of all documents
9 submitted in support of their application for an award of attorneys' fees and costs.

10 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
11 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
12 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
13 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
14 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
15 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
16 will be reallocated to the Net Settlement Amount.

17 **c. Payment of Settlement Administration Costs**

18 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
19 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six
20 Thousand Two Hundred and Fifty Dollars (\$6,250.00).

21 **d. Payment of Incentive Award to Named Plaintiffs**

22 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Five
23 Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose. The
24 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
25 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
26 approves less than the amount of incentive award that Class Counsel request, the difference between
27 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

28

1 Because it is the intent of the Parties that the Incentive Award represents payment to Named
2 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
3 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
4 which the Settlement Administrator will provide to the Named Plaintiff and to the pertinent taxing
5 authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of claims made under PAGA, Class Counsel will request that the Court
8 approve allocation of Twenty-Five Thousand Dollars (\$25,000) of the Gross Settlement Amount to
9 these claims. Seventy-five percent (75%) of this PAGA Settlement Amount will be paid to the
10 California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent
11 (25%) will be paid to the Net Settlement Amount for distribution to Class Members. Defendant will
12 not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
13 Settlement Amount. The Court’s adjustment, if any, of the amount allocated to the Named Plaintiff’s
14 PAGA claim in the Action will not invalidate this Agreement.

15 **f. Payment of Individual Settlement Payments to Participating Class Members**

16 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
17 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
18 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
19 each Class Member. To calculate the minimum amount each Class Member will receive based on
20 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
21 number of Qualifying Workweeks of all Class Members during the Class Period and then allocated
22 on a pro rata basis. Each individual Class Member’s Qualifying Workweeks will be rounded up to
23 the next whole integer. Each Class Member’s approximate Individual Settlement Payment amount
24 will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement
25 Amount will be dispersed to Participating Class Members (those who did not exclude themselves)
26 on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period
27 by each Participating Class Member.

28

1 Each Individual Settlement Payment will represent wages and penalties allocated using the
2 following formula: 10% allocated to wages, 10% allocated to interest, and 80% allocated to penalties.
3 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
4 employee's wages and all other authorized and required withholdings and shall be reported by W-2
5 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
6 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
7 withholdings other than the tax withholdings customarily made from employees' wages and shall be
8 reported by IRS 1099 forms.

9 No later than ten (10) business days after receiving the Gross Settlement Amount from
10 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
11 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
12 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
13 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
14 the Individual Settlement Payments if required. The Settlement Administrator will issue a Form 1099
15 to the extent required by law for the interest and penalty portions of the Individual Settlement
16 Payments. Participating Class Members shall have 180 days from the date their Individual
17 Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed
18 upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to
19 the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
20 are designated within 30 days of the date the check cashing period expires.

21 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
22 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
23 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
24 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
25 Settlement Administrator is unable to obtain a valid mailing address through this process, the
26 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
27 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within
28 30 days of the date the check cashing period expires.

1 in rest breaks or recovery period or non-productive time; (c) failure to provide proper meal periods,
2 and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or
3 properly formatted wage statements; (e) waiting time penalties; (f) unfair business practices that
4 could have been premised on the claims, causes of action, or legal theories of relief described above,
5 or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint;
6 (g) any other claims or penalties under the wage and hour laws pleaded in the Action; and (h) all
7 damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or
8 legal theories of relief. (“Released Claims”).

9 **Section 4.02: Released Claims by PAGA Group Members**

10 Upon the date Defendant fully funds the Gross Settlement Amount, the State of California
11 and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s
12 notice(s) sent to the LWDA and all claims under the California Labor Code Private Attorneys
13 General Act of 2004 that were alleged in the operative complaint or reasonably could have been
14 alleged based on the facts and legal theories contained in the operative complaint , which arose during
15 the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

16 **Section 4.03: Named Plaintiff’s Release of Unknown Claims**

17 Upon the date Defendant fully funds the Gross Settlement Amount, the Named Plaintiff shall
18 release and waive all claims, known and unknown, including all claims that were alleged in the
19 Action or reasonably could have been alleged based on the facts and legal theories contained in the
20 operative complaints in the Action, except those claims as may be prohibited by law and except those
21 claims alleged or reasonably could have been alleged based on the facts and legal theories contained
22 in the Named Plaintiff’s operative complaint in Orange County Case No. 30-2022-01261893-CU-
23 WT-WJC.

24 Section 1542 of the California Civil Code provides as follows:

25 *“A general release does not extend to claims which the creditor does not*
26 *know or suspect to exist in his or her favor at the time of executing the*
27 *release, which if known by him or her must have materially affected his*
28 *or her settlement with the debtor.”*

1 The Named Plaintiff's general release provided herein is made with an express waiver and
2 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

3 **ARTICLE V**

4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

5 **Section 5.01: No Admission**

6 Defendant disputes the allegations in the Action and disputes that a class should or would
7 have been certified in the Action, except for purposes of this Settlement. This Agreement is entered
8 into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended,
9 nor will be construed as, an admission of liability or wrongdoing by Defendant.

10 **Section 5.02: Non-Evidentiary Use**

11 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
12 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
13 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
14 including but not limited to, evidence of a presumption, concession, indication, or admission by any
15 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
16 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
17 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
18 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
19 released through this Agreement.

20 **Section 5.03: Nullification**

21 The Parties have agreed to the certification of the Class encompassing all claims alleged in
22 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
23 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
24 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
25 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
26 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
27 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
28 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had

1 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
2 stipulate to class certification of all causes of action pled in the Action solely for purposes of the
3 Settlement will have no bearing on, and will not be admissible in connection with, the issue of
4 whether the Class should be certified by the Court in a non-settlement context in this Action or any
5 other action, and in any of those events, Defendant expressly reserves the right to oppose certification
6 of the Class.

7 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
8 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

9 **ARTICLE VI**

10 **MISCELLANEOUS PROVISIONS**

11 **Section 6.01: Amendments or Modification**

12 The terms and provisions of this Agreement may be amended or modified only by an express
13 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

14 **Section 6.02: Assignment**

15 None of the rights, commitments, or obligations recognized under this Agreement may be
16 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
17 consent of each other Party and their respective counsel. The representations, warranties, covenants,
18 and agreements contained in this Agreement are for the sole benefit of the Parties under this
19 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

20 **Section 6.03: Governing Law**

21 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
22 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
23 of laws.

24 **Section 6.04: Entire Agreement**

25 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
26 contains the entire understanding of the Parties with respect to the subject matter contained herein.
27 In case of any conflict between text contained in Articles I through VI of this Agreement and text
28 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be

1 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
2 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
3 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
4 supersedes all prior agreements and understandings among the Parties with respect to the settlement
5 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
6 prior agreements or proposals.

7 **Section 6.05: Waiver of Compliance**

8 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
9 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
10 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
11 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
12 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
13 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

14 **Section 6.06: Counterparts and Fax/PDF Signatures**

15 This Agreement, and any amendments hereto, may be executed in any number of counterparts
16 and any Party and/or their respective counsel may execute any such counterpart, each of which when
17 executed and delivered shall be deemed to be an original. All counterparts taken together shall
18 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
19 signature.

20 **Section 6.07: Meet and Confer Regarding Disputes**

21 Should any dispute arise among the Parties or their respective counsel regarding the
22 implementation or interpretation of this Agreement, a representative of Class Counsel and a
23 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
24 to submitting such disputes to the Court.

25 **Section 6.08: Agreement Binding on Successors**

26 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
27 of each of the Parties.

28

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is consistent with public policy, and fully complies with applicable
10 law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiffs and the Class:*
19 Kashif Haque
20 Samuel A. Wong
21 Jessica L. Campbell
22 Fawn F. Bekam
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 And

To Defendant:
 Aaron H. Cole
 Catherine L. Brackett
 Mimie Normis
 Renee Prince

1 Mirna Plascencia
2 OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.
3 400 South Hope Street, Suite 1200
4 Los Angeles, CA 90071
5 Telephone: 213.239.9800
6 Facsimile: 213.239.9045

7 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

8 To the extent consistent with class action procedure, this Agreement shall be enforceable by
9 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
10 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
11 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
12 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
13 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
14 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
15 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
16 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
17 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
18 fees incurred in connection with any enforcement actions.

19 **Section 6.14: Mutual Full Cooperation**

20 The Parties agree fully to cooperate with each other to accomplish the terms of this
21 Agreement, including but not limited to the execution of such documents, and the taking of such
22 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
23 to this Agreement shall use their best efforts to effectuate and implement this Agreement and its
24 terms. In the event the Parties are unable to reach agreement on the form or content of any document
25 needed to implement the Settlement, or on any supplemental provisions that may become necessary
26 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

27 **Section 6.15: Authorization to Act**

28 Class Counsel warrants and represents that they are authorized by the Named Plaintiff, and
Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
required to effectuate the terms of this Agreement, except for signing documents that are required to

1 be signed by the Parties themselves, including but not limited to this Agreement. Defendant
2 represents and warrants that the individual executing this Agreement on its behalf has the full right,
3 power, and authority to enter into this Agreement and to carry out the transactions contemplated
4 herein.

5 **Section 6.16: No Reliance on Representations**

6 The Parties have made such investigation of the facts and the law pertaining to the matters
7 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
8 on any statement, promise, or representation of fact or law, made by any other Party or its agents,
9 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
10 regard to the advisability of entering into and executing this Agreement, or with respect to any other
11 matters. No representations, warranties, or inducements, except as expressly set forth herein, have
12 been made to any Party concerning this Agreement.

13 **EXECUTION BY PARTIES AND COUNSEL**

14 The Parties and their counsel hereby execute this Agreement.

15
16
17 Dated: 11/14/2022 | 4:43 PM PST RYAN GENTILE

18 By: 770085C4352043A...
19 Named Plaintiff

20
21
22 Dated: _____ HOMESIDE FINANCIAL, LLC

23 By: _____
24 (Signature)
25 _____
26 (Printed Name)
27 _____
28 (Title)

1 be signed by the Parties themselves, including but not limited to this Agreement. Defendant
2 represents and warrants that the individual executing this Agreement on its behalf has the full right,
3 power, and authority to enter into this Agreement and to carry out the transactions contemplated
4 herein.

5 **Section 6.16: No Reliance on Representations**

6 The Parties have made such investigation of the facts and the law pertaining to the matters
7 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
8 on any statement, promise, or representation of fact or law, made by any other Party or its agents,
9 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
10 regard to the advisability of entering into and executing this Agreement, or with respect to any other
11 matters. No representations, warranties, or inducements, except as expressly set forth herein, have
12 been made to any Party concerning this Agreement.

13 **EXECUTION BY PARTIES AND COUNSEL**

14 The Parties and their counsel hereby execute this Agreement.

15
16
17 Dated: _____

RYAN GENTILE

18
19 By: _____
20 Named Plaintiff

21
22 Dated: 12/7/2022

HOMESIDE FINANCIAL, LLC

23 By: 
24 (Signature)

25 Daniel P. Macy
26 (Printed Name)

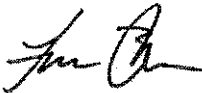
27 Executive Vice President
28 (Title)

1 **APPROVED AS TO FORM ONLY:**

2 Dated: _____

AEGIS LAW FIRM, PC

3
4

By:  _____

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam

5
6

**ATTORNEYS FOR NAMED PLAINTIFF
RYAN GENTILE**

7
8

9

10 Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.**

11
12

By: _____

Aaron H. Cole
Catherine L. Brackett

13
14

**ATTORNEYS FOR DEFENDANT HOMESIDE
FINANCIAL, LLC**

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1 **APPROVED AS TO FORM ONLY:**

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Dated: _____

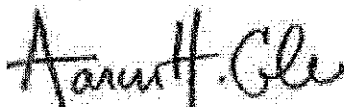
AEGIS LAW FIRM, PC

By: _____
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam

ATTORNEYS FOR NAMED PLAINTIFF
RYAN GENTILE

Dated: 12/7/2022

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.**

By: 

Aaron H. Cole
Catherine L. Brackett

ATTORNEYS FOR DEFENDANT HOMESIDE
FINANCIAL, LLC

EXHIBIT A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Ryan Gentile, et al., v. Homeside Financial LLC, et al.
Orange County Superior Court
Case No. 30-2021-01217575-CU-OECXC

If you worked as an hourly or “non-exempt” employee in California for Homeside Financial, LLC (“Homeside Financial”) at any time from February 27, 2017, through October 14, 2022, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by a former Homeside Financial, LLC employee.
- Homeside Financial, LLC denies any liability and all allegations of wrongdoing alleged in the Lawsuit. However, the parties have agreed to settle the case, and the Court has preliminarily approved a class action settlement in accordance with the terms of the parties’ settlement agreement (the “Settlement”). The Settlement will affect all hourly paid employees of Homeside Financial, LLC in California between February 27, 2017 and October 14, 2022 (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you. You have three options in response to this Settlement, as summarized below:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
|--|---|
| OPTION 1: PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u> | Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue Homeside Financial, LLC separately about the legal claims raised in this Lawsuit. |
| OPTION 2: OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u> | Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object. |
| OPTION 3: ASK TO BE EXCLUDED FROM THE SETTLEMENT – <u>ACTION REQUIRED</u> | Get out of this Lawsuit. Get no payments from it. Keep rights. If you ask to be excluded from the Settlement, you won’t receive any payments. But you keep any rights to sue Homeside Financial, LLC separately about the legal claims raised or that could have been raised in this Lawsuit. |

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE - 3 -

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASSPAGE - 4 -

6. Am I part of this Class?
7. I'm still not sure if I am included.

YOUR RIGHTS AND OPTIONSPAGE - 5 -

8. What is my approximate Individual Settlement Payment?
9. What rights am I releasing if I participate in the Settlement?
10. How do I object to the Settlement?
11. Why would I ask to be excluded?
12. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOUPAGE - 7 -

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. How will the Plaintiff be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESSPAGE - 7 -

16. Who is handling the settlement administration process?
17. When is the Final Approval Hearing and do I have to attend?

GETTING MORE INFORMATION.....PAGE - 8 -

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Homeside Financial, LLC's records show that you currently work, or previously worked, for Homeside Financial, LLC in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Peter Wilson of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Ryan Gentile, et al., v. Homeside Financial LLC, et al.*, Case No. 30-2021-01217575-CU-OECXC (the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether Homeside Financial, LLC paid all wages owed including minimum wage and overtime, provided proper meal periods, authorized rest periods, paid all wages owed upon termination of employment, provided proper wage statements, reimbursed all business expenses, violated California's Unfair Competition Law, or violated the Private Attorneys General Act of 2004, all as required by California laws applicable to hourly, non-exempt employees.

Homeside Financial, LLC denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. Homeside Financial, LLC contends, among other things, that it has complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that was sued (in this case Homeside Financial, LLC) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement with Homeside Financial, LLC, Plaintiff and Homeside Financial, LLC agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiff alleged against Homeside Financial, LLC, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action. Homeside Financial, LLC specifically contests that Plaintiff or the Class would ultimately prevail in the case.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Homeside Financial, LLC has agreed to pay \$376,000.00 to settle the claims made in the Lawsuit within ten (10) business days after the Court signs the Final Order. This amount is also known as the "Gross Settlement Amount."
2. Plaintiff Ryan Gentile agreed to release all of his claims in the Lawsuit against Homeside Financial, LLC.
3. Plaintiff seeks the following deductions from the \$376,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$125,333.33) for Class Counsel's attorneys' fees.
 - b. Up to \$25,000 for reimbursement of Class Counsel's litigation costs.
 - c. An incentive award of \$5,000 for Plaintiff Ryan Gentile for having filed this Lawsuit, work performed, and risks undertaken.
 - d. Up to \$6,250 to cover the costs of the Settlement Administrator.
 - e. An allocation of \$25,000.00 in civil penalties, \$18,750.00 of which will be paid to the California Labor and Workforce Development Agency, for release of Private Attorneys General Act of 2004 ("PAGA") claims. The remaining \$5,000.00 will be distributed to Class Members who worked for Defendant at any time from August 24, 2020 through October 14, 2022.

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$189,416.67 remaining. The remaining funds will be referred to as the "Net Settlement Amount." The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for Defendant during the Class Period (February 27, 2017 through October 14, 2022). The Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis.

Your estimated Individual Settlement Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 10% allocated to wages, 10% allocated to interest, and 80% allocated to penalties. The taxes ordinarily paid by an employer will be paid separate from and in addition to the Gross Settlement Amount.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Settlement Class" is the group all current and former non-exempt employees who are or were employed by Defendant in California at any time from February 27, 2017 through October 14, 2022 (the "Class Period").

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting _____ the "Settlement Administrator," at the designated phone number for this matter at _____, or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Homeside Financial, LLC, the total number of weeks you worked in California for Homeside Financial, LLC as an hourly paid employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Settlement will be \$_____, less applicable taxes and withholdings ("Individual Settlement Payment").

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendant's records and any documents or information you provide. Please be advised that the number of weeks you worked as an hourly paid employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

Upon the date Homeside Financial, LLC fully funds the Gross Settlement Amount, you will be bound by a release of all claims, causes of actions, and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages, piece-rate wages, commission wages, and overtime wages due; (b)

failure to pay wages to piece-rate or commission workers for time spent in rest breaks or recovery period or non-productive time; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint; (g) any other claims or penalties under the wage and hour laws pleaded in the Action; and (h) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief ("Released Claims"). You will release these Released Claims through October 14, 2022.

If you worked for Homeside Financial, LLC from August 24, 2020 to October 14, 2022, you will release Homeside Financial, LLC from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the operative complaint regardless of whether you opt out of the Class Settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the settlement (see paragraphs 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail a written objection to the Settlement Administrator (at the address in section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Homeside Financial, LLC for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this Lawsuit. Homeside Financial, LLC may in its discretion withdraw from this Settlement if more than 15 Class Members opt out of the Settlement. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit a written request for exclusion which states the following:

"I wish to exclude myself from the settlement reached in the matter of *Ryan Gentile v. Homeside Financial, LLC*, Case No. 30-2021-01217575-CU-OECXC. I understand that by excluding myself, I will not receive any money from the settlement."

This request must be signed and mailed to the Settlement Administrator at the address below in section 18, and it must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been

timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Homeside Financial, LLC, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$125,333.33 in attorneys' fees), plus costs not to exceed \$25,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Homeside Financial, LLC, Class Counsel has requested an enhancement of up to \$5,000.00 to be paid to Plaintiff Ryan Gentile for his efforts in this matter during initial investigation, mediation, and the like while serving as Class Representative, and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator, Phoenix Settlement Administrators, will handle the payment process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department CX-102 of the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object. You can also appear remotely at the hearing. For more information on appearing remotely, please visit <https://www.occourts.org/media-relations/aci.html>.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement, titled Joint Stipulation of Settlement, was filed in this case as Exhibit 1 to the Declaration of Fawn F. Bekam in Support of Plaintiff's Motion for Preliminary Approval filed on [DATE]. You can view the Lawsuit's records online by visiting the Court's website (<https://ocapps.occourts.org/civilwebShoppingNS/Login.do>), accepting the website's terms, entering the Case Number 30-2021-01217575-CU-OE-CXC in the search box, and clicking search.

You may contact the "Settlement Administrator," which is:

Phoenix Settlement Administrators
[ADDRESS]

You may contact Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Please note that Homeside Financial, LLC will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. Homeside Financial, LLC prohibits retaliation and will not tolerate retaliation against any employee who participates in this Settlement or who chooses not to participate. Homeside Financial, LLC supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY HOMESIDE FINANCIAL, LLC MANAGER OR SUPERVISOR REGARDING THIS NOTICE OR THE LAWSUIT.

EXHIBIT 2

1 **AEGIS LAW FIRM, PC**
 KASHIF HAQUE State Bar No. 218672
 2 SAMUEL A. WONG State Bar No. 217104
 JESSICA L. CAMPBELL, State Bar No. 280626
 3 FAWN F. BEKAM, State Bar No. 307312
 4 DANIEL E. ISHU, State Bar No. 332865
 9811 Irvine Center Drive, Suite 100
 5 Irvine, California 92618
 Telephone: (949) 379-6250
 6 Facsimile: (949) 379-6251
 7 dishu@aegislawfirm.com

8 Attorneys for Plaintiff, Ryan Gentile, individually,
 and on behalf of all others similarly situated.

9 [Additional Counsel Listed on Page Below]
 10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF ORANGE**
 13

14
 15 RYAN GENTILE, individually and on behalf of
 all others similarly situated,

16 Plaintiff,

17 vs.

18
 19 HOMESIDE FINANCIAL, LLC; and DOES 1
 through 20, inclusive,,
 20

21 Defendants.
 22

Case No. 30-2021-01217575-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX101

**ADDENDUM TO JOINT STIPULATION
 OF CLASS ACTION SETTLEMENT**

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 24
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1 Aaron H. Cole
2 Catherine L. Brackett
3 **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.**
4 400 South Hope Street, Suite 1200
5 Los Angeles, CA 90071
6 Telephone: (213) 239-9800
7 Facsimile: (213)239-9045

8 Attorneys for Defendant, Homeside Financial, LLC

9 **ADDENDUM TO STIPULATION OF SETTLEMENT**

10 IT IS HEREBY STIPULATED, by and between Plaintiff Ryan Gentile (“Plaintiff”), on
11 behalf of himself and the Settlement Class Members, on the one hand, and Defendant Homeside
12 Financial LLC, (“Defendant”), on the other hand, and subject to the approval of the Court, through
13 their respective counsel of record, hereby agree to be bound by the terms set forth in this Addendum
14 to Joint Stipulation of Class Action Settlement, which is intended to replace and supersede **Article**
15 **I(gg) (Definition of “Response Deadline”)**, **Section 3.02, Section 3.04(a),(b), Section 3.06(f), 4.01,**
16 as set forth below. Terms used herein shall have the same meaning as in the Joint Stipulation of
17 Class Action Settlement unless defined differently in this Addendum. This Addendum is being made
18 in accordance with Section 6.01 of the Parties’ Joint Stipulation of Class Action Settlement.

19 The Joint Stipulation of Class Action Settlement shall be modified as follows:

20 **Section 1 – Definition (gg) – Response Deadline**

21 “Response Deadline” means the deadline by which Class Members must postmark or fax to
22 the Settlement Administrator requests for exclusion or notices of objection. The Response Deadline
23 will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement
24 Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which
25 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
26 open. The Response Deadline will be extended as set forth in Section 3.04(a) and (b) if there is a re-
27 mailing.

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Section 3.02

The Settlement Administrator

The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet; determining the validity of exclusions/opt-outs; calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the Individual Settlement Payment checks and distributing them to Participating Class Members; establishing and maintaining the QSF; and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall also create a publicly accessible website and/or Webpage that posts key documents in this matter, including Plaintiff's Operative Complaint, The Class Notice, Orders for Preliminary and Final Approval, as well as the Final Judgement. The Final Judgement shall be posted on the Administrator's website/webpage for 180 days after receipt. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

Section 3.04(a)

Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing, through either mail or fax, to the Settlement Administrator by the Response Deadline, along with any supporting documentation. In the event of a re-mailing, the Response Deadline shall be extended fifteen (15) calendar days from the date of the re-mailing. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. The Court shall have the right to review and reverse any decision made by the Settlement Administrator regarding a claim dispute. If the Parties are unable to resolve the dispute, the Court will be the final arbiter of the

1 Qualifying Workweeks for each Class Member during the Class Period based on the information
2 provided to it, unless otherwise ordered by the Court.

3 **Section 3.04(b) – Requests from Exclusion from Class**

4 In order for any Class Member to validly exclude himself or herself from the Class and this
5 Settlement (i.e., to validly opt out), a written request for exclusion must be signed by the Class
6 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
7 postmarked or faxed no later than the Response Deadline (or fifteen (15) calendar days after the
8 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice
9 Packet shall contain instructions on how to validly exclude himself or herself from the Class and this
10 Settlement (i.e., opt out). The date of the initial mailing of the Notice Packet, and the date the signed
11 request for exclusion was postmarked or faxed, shall be conclusively determined according to the
12 records of the Settlement Administrator. Any Class Member who timely and validly requests
13 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
14 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any
15 right to object, appeal, or comment thereon.

16 **Section 3.06(f)**

17 **Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks of all Class Members during the Class Period and then allocated
24 on a pro rata basis. Each individual Class Member's Qualifying Workweeks will be rounded up to
25 the next whole integer. To Calculate the minimum amount for the Individual PAGA Payments, 25%
26 of the PAGA Settlement Amount (\$6,250.00) will be divided by the total number of pay periods
27 worked by aggrieved employees, then allocated on a pro rata basis. The individual PAGA payments
28 will be allocated as 100% penalties for tax purposes. Each Class Member's approximate Individual

1 Settlement Payment amount will be included in his or her Notice Packet. After final approval by the
2 Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did
3 not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked
4 during the Class Period by each Participating Class Member.

5 Each Individual Settlement Payment will represent wages and penalties allocated using the
6 following formula: 10% allocated to wages, 10% allocated to interest, and 80% allocated to penalties.
7 The individual PAGA payments will be allocated as 100% penalties for tax purposes. The amounts
8 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
9 and all other authorized and required withholdings and shall be reported by W-2 forms. The
10 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
11 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
12 other than the tax withholdings customarily made from employees' wages and shall be reported by
13 IRS 1099 forms.

14 No later than ten (10) business days after receiving the Gross Settlement Amount from
15 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
16 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
17 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
18 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
19 the Individual Settlement Payments if required. The Settlement Administrator will issue a Form 1099
20 to the extent required by law for the interest and penalty portions of the Individual Settlement
21 Payments. Participating Class Members shall have 180 days from the date their Individual
22 Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed
23 upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to
24 the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
25 are designated within 30 days of the date the check cashing period expires.

26 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is

1 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
2 Settlement Administrator is unable to obtain a valid mailing address through this process, the
3 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
4 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within
5 30 days of the date the check cashing period expires.

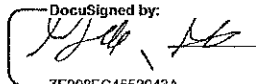
6 **Section 4.01**

7 **Released Claims By Class Members**

8 Upon the date Defendant fully funds the Gross Settlement Amount, Plaintiff and Participating
9 Class Members will release the Released Parties from any and all claims, causes of actions, and
10 factual or legal theories alleged during the Class Period, as alleged in Plaintiff's operative complaint
11 or reasonably could have been alleged based on the facts and legal theories contained in the operative
12 complaint, including all of the following claims for relief: (a) failure to pay all regular wages,
13 minimum wages, piece-rate wages, commission wages, and overtime wages due; (b) failure to pay
14 wages to piece-rate or commission workers for time spent in rest breaks or recovery period or non-
15 productive time; (c) failure to provide proper meal periods, and to properly provide premium pay in
16 lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements;
17 (e) waiting time penalties; (f) unfair business practices that could have been premised on the claims,
18 causes of action, or legal theories of relief described above, or any of the claims, causes of action, or
19 legal theories of relief pleaded in the operative complaint; (g) any other claims or penalties under the
20 wage and hour laws pleaded in the Action; and (h) all damages, penalties, interest, and other amounts
21 recoverable under said claims, causes of action, or legal theories of relief. ("Released Claims").
22 (Emphasis added).

23 Dated: 5/22/2023 | 6:06 PM PDT

RYAN GENTILE

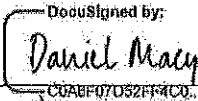
24 By: 
25 DocuSigned by:
7F008EC4552043A...
26 Named Plaintiff

27 Dated: _____
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HOMESIDE FINANCIAL, LLC

1 Dated: May 24, 2023

HOMESIDE FINANCIAL, LLC

2
3 By: 
(Signature)

4 Daniel Macy
(Printed Name)

5 EVP, General Counsel
(Title)

8 **APPROVED AS TO FORM ONLY:**

9 Dated: _____


AEGIS LAW FIRM, PC

10
11 By: _____
12 Kashif Haque
13 Samuel A. Wong
14 Jessica L. Campbell
15 Fawn F. Bekam
16 Daniel E. Ishu

17 ATTORNEYS FOR NAMED PLAINTIFF
18 RYAN GENTILE

19 Dated: May 24, 2023

OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.

20 By: 
21 Aaron H. Cole
22 Catherine L. Brackett

23 ATTORNEYS FOR DEFENDANT HOMESIDE
24 FINANCIAL, LLC

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By: _____
(Signature)


(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: May 25, 2023

AEGIS LAW FIRM, PC

By: 

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
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Daniel E. Ishu

**ATTORNEYS FOR NAMED PLAINTIFF
RYAN GENTILE**

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.**

By: _____
Aaron H. Cole
Catherine L. Brackett

**ATTORNEYS FOR DEFENDANT HOMESIDE
FINANCIAL, LLC**

EXHIBIT 3

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Ryan Gentile, et al., v. Homeside Financial LLC, et al.

Orange County Superior Court

Case No. 30-2021-01217575-CU-OE-CXC and Case No. 30-2021-01230333-CU-OE-CXC

If you worked as an hourly or “non-exempt” employee in California for Homeside Financial, LLC (“Homeside Financial”) at any time from February 27, 2017, through October 14, 2022, a Class and PAGA action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by a former Homeside Financial, LLC employee.
- Homeside Financial, LLC denies any liability and all allegations of wrongdoing alleged in the Lawsuit. However, the parties have agreed to settle the case, and the Court has preliminarily approved a class and PAGA action settlement in accordance with the terms of the parties’ settlement agreement (the “Settlement”). The Settlement will affect all hourly paid employees of Homeside Financial, LLC in California between February 27, 2017 and October 14, 2022 (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you. You have three options in response to this Settlement, as summarized below:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
|--|--|
| OPTION 1: PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u> | Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue Homeside Financial, LLC separately about the legal claims raised in this Lawsuit. |
| OPTION 2: OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u> | Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object. |
| OPTION 3: ASK TO BE EXCLUDED FROM THE SETTLEMENT – <u>ACTION REQUIRED</u> | Get out of this Lawsuit. Get no class action payment from it. Keep rights. If you ask to be excluded from the Settlement, you won’t receive any class action payment. But you keep any rights to sue Homeside Financial, LLC separately about the legal claims raised or that could have been raised in this Lawsuit. Even if you ask to be excluded from the class action settlement, you will still be included in the PAGA settlement. |

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE - 3 -

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved? What is a PAGA action?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASS PAGE - 5 -

6. Am I part of this Class?
7. I'm still not sure if I am included.

YOUR RIGHTS AND OPTIONS PAGE - 5 -

8. What is my approximate Individual Settlement Payment?
9. What rights am I releasing if I participate in the Settlement?
10. How do I object to the Settlement?
11. Why would I ask to be excluded?
12. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOU PAGE - 7 -

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. How will the Plaintiff be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS PAGE - 8 -

16. Who is handling the settlement administration process?
17. When is the Final Approval Hearing and do I have to attend?

GETTING MORE INFORMATION..... PAGE - 8 -

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Homeside Financial, LLC's records show that you currently work, or previously worked, for Homeside Financial, LLC in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Peter Wilson of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Ryan Gentile, et al., v. Homeside Financial LLC, et al.*, Case No. 30-2021-01217575-CU-OECXC. There is a separate, related lawsuit known as *Ryan Gentile, et al., v. Homeside Financial LLC, et al.*, Case No. 30-2021-01230333-CU-OE-CXC (collectively the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether Homeside Financial, LLC ("Defendant") paid all wages owed including minimum wage, overtime, and piece-rate wages; provided proper meal periods; authorized rest periods; paid all wages owed upon termination of employment; provided proper wage statements; violated California's Unfair Competition Law; or violated the Private Attorneys General Act of 2004, under California laws applicable to hourly, non-exempt employees.

Homeside Financial, LLC denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. Homeside Financial, LLC contends, among other things, that it has complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved? What is a PAGA action?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that was sued (in this case Homeside Financial, LLC) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California and other aggrieved employees. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of August 24, 2020 through October 4, 2022 ("PAGA Period").

4. Why is this Lawsuit a class action?

As part of the Settlement with Homeside Financial, LLC, Plaintiff and Homeside Financial, LLC agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiff alleged against Homeside Financial, LLC, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action. Homeside Financial, LLC specifically contests that Plaintiff or the Class would ultimately prevail in the case.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Homeside Financial, LLC has agreed to pay \$376,000.00 to settle the claims made in the Lawsuit within ten (10) business days after the Court signs the Final Order. This amount is also known as the "Gross Settlement Amount."
2. Plaintiff Ryan Gentile agreed to release all of his claims in the Lawsuit against Homeside Financial, LLC.
3. Plaintiff seeks the following deductions from the \$376,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$125,333.33) for Class Counsel's attorneys' fees.
 - b. Up to \$25,000 for reimbursement of Class Counsel's litigation costs.
 - c. An incentive award of \$5,000 for Plaintiff Ryan Gentile for having filed this Lawsuit, work performed, and risks undertaken.
 - d. Up to \$6,250 to cover the costs of the Settlement Administrator.
 - e. An allocation of \$25,000.00 in civil penalties, \$18,750.00 of which will be paid to the California Labor and Workforce Development Agency, for release of Private Attorneys General Act of 2004 ("PAGA") claims. The remaining \$6,250.00 will be distributed to Class Members who worked for Defendant at any time from August 24, 2020 through October 14, 2022.

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$189,416.67 remaining. The remaining funds will be referred to as the "Net Settlement Amount." The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for Defendant during the Class Period (February 27, 2017 through October 14, 2022). The Net Settlement Amount will be divided by

the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (\$6,250.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of pay periods they worked for Defendant in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement. The PAGA Settlement Payments will be characterized as 100% penalties for tax purposes.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 10% allocated to wages, 10% allocated to interest, and 80% allocated to penalties. The taxes ordinarily paid by an employer will be paid separate from and in addition to the Gross Settlement Amount.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” is the group all current and former non-exempt employees who are or were employed by Defendant in California at any time from February 27, 2017 through October 14, 2022 (the “Class Period”).

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting _____ the “Settlement Administrator,” at the designated phone number for this matter at _____, or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Homeside Financial, LLC, the total number of weeks you worked in California for Homeside Financial, LLC as an hourly paid employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Settlement will be \$ _____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ _____ (collectively “Individual Settlement Payment”).

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter or fax to the Settlement Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. Your written submission may be sent via mail or fax to the address or fax number for the Settlement Administrator provided in Section 18. The Settlement Administrator will resolve any dispute based upon Defendant's records and any documents or information you provide. The Court may review the Settlement Administrator's decision on any disputes. Please be advised that the number of weeks you worked as an hourly paid employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE], which is 60 calendar days after this notice was initially mailed. However, if this deadline falls on a Sunday or federal holiday, it will be extended to the next day on which the U.S. Postal Service is open. In addition, if this notice is re-mailed due to an initial delivery failure, this deadline will be extended 15 calendar days from the date of the re-mailing.

9. What rights am I releasing if I participate in the Settlement?

Upon the date Homeside Financial, LLC fully funds the Gross Settlement Amount, you will release Homeside Financial, LLC, and its past, present, and/or future officers, directors, shareholders, employees, agents, operators, principals, owners, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, members, divisions, fiduciaries, trustees, partners, shareholders, investors, and attorneys, if any ("Released Parties") from all claims, causes of actions, and factual or legal theories during the period from February 27, 2017 through October 14, 2022 that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages, piece-rate wages, commission wages, and overtime wages due; (b) failure to pay wages to piece-rate or commission workers for time spent in rest breaks or recovery period or non-productive time; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint; (g) any other claims or penalties under the wage and hour laws pleaded in the Action; and (h) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief ("Released Claims").

Additionally, if you are a PAGA Group Member, you will have released the right to bring a claim against the Released Parties for civil penalties under PAGA that arose during the period from August 24, 2020 through October 14, 2022, on behalf of the State based on the facts alleged in the operative Complaint in this Lawsuit and the PAGA Letter(s) submitted to the LWDA, including the Released Claims (collectively, "Released PAGA Claims.") You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt out). If you submit both a request for exclusion and an objection, you

will be excluded from the settlement (see Sections 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail or fax a written objection to the Settlement Administrator (at the address or fax number in Section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called "opting-out" of the Class—you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Homeside Financial, LLC for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this Lawsuit. Homeside Financial, LLC may in its discretion withdraw from this Settlement if more than 15 Class Members opt out of the Settlement. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except PAGA Group Members will still be bound by the release by PAGA Group Members, even if they request exclusion from the class settlement. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit a written request for exclusion which states the following:

"I wish to exclude myself from the settlement reached in the matter of *Ryan Gentile v. Homeside Financial, LLC*, Case No. 30-2021-01217575-CU-OECXC. I understand that by excluding myself, I will not receive any money from the class action settlement."

This request must be signed and mailed or faxed to the Settlement Administrator at the address below in Section 18, and it must be postmarked or faxed on or before [DATE]. The date of the postmark on the mailing envelope, or the date on the fax transmission, shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the class action Settlement and will not be bound by the class action Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the class action Settlement and any final disposition entered in this class action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More

information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Homeside Financial, LLC, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$125,333.33 in attorneys' fees), plus costs not to exceed \$25,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Homeside Financial, LLC, Class Counsel has requested an enhancement of up to \$5,000.00 to be paid to Plaintiff Ryan Gentile for his efforts in this matter during initial investigation, mediation, and the like while serving as Class Representative, and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator, Phoenix Settlement Administrators, will handle the payment process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department CX101 of the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object. You can also appear remotely at the hearing. For more information on appearing remotely, please visit <https://www.occourts.org/media-relations/aci.html>.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the Settlement Agreement, titled Joint Stipulation of Settlement, was filed in Case Number 30-2021-01217575-CU-OE-CXC as Exhibit 1 to the Declaration of Daniel E. Ishu in Support of Plaintiff's Motion for Preliminary Approval filed on January 19, 2023 (Register of Actions # 97). A copy of the Amendment to the Settlement Agreement was filed in Case Number 30-2021-01217575-CU-OE-CXC on [DATE] (Register of Actions # ____). You can view the Lawsuit's records online by visiting the Court's website (<https://ocapps.occourts.org/civilwebShoppingNS/Login.do>), accepting the website's terms, entering the Case Number 30-2021-01217575-CU-OE-CXC in the search box, and clicking search.

The Settlement Administrator will also maintain a website that includes the following key documents in this matter: (1) Plaintiff's Operative Complaint, (2) The Joint Stipulation of Settlement attached as Exhibit 1 to the Declaration of Daniel E. Ishu in Support of Plaintiff's Motion for Preliminary Approval, (3) The Addendum to the Joint Stipulation of Settlement, attached as Exhibit 1 to the Supplemental Declaration of Daniel E. Ishu in support of Plaintiff's Motion for Preliminary Approval, (3) The Signed Preliminary Approval Order from the Court, (4) the signed Final Approval Order from the Court, and the (5) Final Judgement from the Court. The Final Judgement will remain on the Settlement Administrator's website for 180 days after it is posted. A link to the website is below:

[INCLUDE WEBSITE LINK].

You may contact the "Settlement Administrator," which is:

Phoenix Settlement Administrators
[ADDRESS]
[FAX NUMBER]

You may contact Class Counsel:

| |
|---|
| Kashif Haque Samuel A. Wong Jessica L. Campbell Fawn F. Bekam Daniel E. Ishu AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251 |
|---|

Please note that Homeside Financial, LLC will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. Homeside Financial, LLC prohibits retaliation and will not tolerate retaliation against any employee who participates in this Settlement or who chooses not to participate. Homeside Financial, LLC supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY HOMESIDE FINANCIAL, LLC MANAGER OR SUPERVISOR REGARDING THIS NOTICE OR THE LAWSUIT.