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Attorneys for Defendant
 SIERRA PACIFIC MORTGAGE COMPANY,
 INC.

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

AMBER BARRETT, as an aggrieved employee
 pursuant to the Private Attorneys General Act
 ("PAGA"),
 PLAINTIFF,
 vs.
 SIERRA PACIFIC MORTGAGE CO., INC., a
 California Corporation, SIERRA PACIFIC
 MORTGAGE, INC., a California Corporation, and
 DOES 1 through 20,
 DEFENDANTS.

) Case No: CVRI2000156

) **SETTLEMENT AGREEMENT AND**
) **RELEASE OF PAGA CLAIMS**

) Complaint Filed: November 10, 2020
) Trial Date: None

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Amber Barrett ("Plaintiff"), on behalf of other aggrieved employees, and Defendant Sierra Pacific Mortgage Company, Inc. ("Defendant") hereby enter into this Settlement Agreement and Release of PAGA Claims ("Settlement Agreement").

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the following meanings:

A. "Action" shall mean the civil action entitled "*Amber Barrett, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA") v. Sierra Pacific Mortgage Co., Inc., Sierra Pacific Mortgage, Inc. and DOES 1 through 20,*" filed in the Superior Court of the State of California for the County of Riverside on November 10, 2020, designated as Case No. CVRI2000156.

B. "Plaintiff" shall mean Amber Barrett.

C. "Plaintiff's Counsel" shall mean Ares Law Group, P.C.

D. "Defendant" shall mean Sierra Pacific Mortgage Company, Inc.

E. "Defense Counsel" shall mean the law firm of Castle Law: California Employment Counsel, P.C.

F. "Effective Date" shall mean the date upon which approval of the Settlement Agreement is granted by the Superior Court of California for the County of Riverside, or other court assuming jurisdiction of this matter.

G. "PAGA Employees" shall mean non-exempt, hourly employees who were employed by Defendant within the State of California and who at any time during the PAGA Period had at least one pay period in which they worked overtime and accrued a meal period penalty.

H. "PAGA Period" shall mean the period from November 10, 2019 through the date of the Order approving the settlement.

II. RECITALS

A. On November 10, 2020, Plaintiff filed a Complaint under the California Private Attorneys General Act ("PAGA") in Riverside County Superior Court, Case No. CVRI2000156. Prior to filing the Complaint, Plaintiff provided the requisite notice to the California Labor and Workforce Development Agency ("LWDA"). The Complaint sought penalties under California Labor Code § 2698

1 *et seq.* for the alleged violation of California Labor Code sections 201, 203, 226, 226.3, 226.7, 510, 512,
2 1194, 1197, and 2699. Defendant filed an Answer to the Complaint on January 13, 2021.

3 B. The Parties engaged in an all-day mediation, which took place on June 11, 2021, before
4 the Honorable Francisco Firmat (*Ret.*), a retired Orange County Superior Court Judge and a notable and
5 experienced mediator in employment law matters, particularly complex wage and hour cases. The
6 Parties engaged in informal discovery prior to the mediation, which included an exchange of documents,
7 including a sample of time records and pay records for the PAGA Employees, written policies, and other
8 relevant documents. The Parties also engaged in discussions throughout the course of litigation
9 regarding the factual and legal merits of Plaintiff's claims and Defendant's defenses. The Parties
10 engaged in extensive settlement negotiations at the mediation, which involved substantive offers and
11 counteroffers between the Parties as well as further exchange of information. Ultimately, negotiations
12 resulted in this Settlement Agreement.

13 C. Counsel for all Parties have thoroughly investigated the facts relating to the claims
14 alleged in the Complaint and have made a thorough study of the legal principles applicable to the claims
15 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's
16 Counsel has concluded that the settlement described in this Settlement Agreement is fair, reasonable,
17 and adequate in light of all known facts and circumstances, including the defenses asserted by
18 Defendant, potential adverse findings regarding liability, potential recovery issues, and numerous
19 potential appellate issues.

20 D. Defendant denies, and continues to deny, each and every claim and contention alleged in
21 the Action and have always maintained that they never engaged in any unlawful acts regarding any of
22 the matters alleged in the Action.

23 E. Neither this Settlement Agreement, nor any document referred to or contemplated herein,
24 nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as,
25 an admission, concession, or indication by or against Plaintiff or Defendant regarding any unlawful
26 conduct, fault, wrongdoing or liability whatsoever. Neither this Settlement Agreement, nor any
27 document referred to or contemplated herein, nor any action taken to carry out this Settlement
28 Agreement may impose any non-monetary liability or monetary liability on Defendant.

1 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
2 forth, the Parties agree as follows:

3 **III. NON-ADMISSION OF LIABILITY**

4 A. Based on the factual and legal issues involved, the expense and time necessary to
5 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty
6 of proof necessary to establish a liability against Defendant on behalf of the PAGA Employees, and the
7 relative benefits to the PAGA Employees of an expeditious resolution to the Action, Plaintiff and
8 Defendant have concluded that the terms set forth in this Settlement Agreement are fair, reasonable,
9 adequate, in the best interests of the PAGA Employees, and reflect their good faith compromise of the
10 claims raised in this action.

11 B. By entering into this Settlement Agreement, Defendant denies any liability for any of the
12 claims in the Action. Defendant specifically denies that it has engaged in any unlawful or wrongful
13 conduct against Plaintiff or the PAGA Employees. No action or document, including this Settlement
14 Agreement, shall constitute any admission on behalf of Defendant of any form of liability or the
15 accuracy of any allegation made by Plaintiff or Plaintiff's counsel.

16 C. If this Settlement Agreement does not receive approval by the Court, Plaintiff and
17 Defendant are prepared to resume litigation.

18 **IV. TERMS OF THE PAGA SETTLEMENT**

19 **A. The Total Settlement Payment.**

20 Defendant shall make a settlement payment in a total amount not to exceed ONE HUNDRED
21 SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) (the "Total Settlement Payment") in
22 settlement. The Total Settlement Payment shall include attorneys' fees, costs and expenses (both those
23 incurred to date and those to be incurred), the third-party administrator's fees and expenses, any
24 enhancement award to Plaintiff, the amounts paid to all PAGA Employees, and payment to the LWDA.

25 **B. Plaintiff's Counsel Attorneys' Fees and Costs.**

26 1. Plaintiff's Counsel will apply to the Court for, and Defendant supports an award
27 of, attorneys' fees equal to thirty-three and one-third percent (33.33%) of the Total Settlement Payment
28 and actual costs incurred by Plaintiff's Counsel (not to exceed \$10,000.00) (both fees and costs are

collectively referred to herein as “Plaintiff’s Counsel Payment”). Plaintiff’s Counsel will be responsible for submitting all documents required by the Court to support the request for Plaintiff’s Counsel Payment.

2. Plaintiff’s Counsel’s shall submit with the Motion for Approval of Settlement information supporting its request for actual litigation costs.

3. Defendant supports and will not oppose or object to Plaintiff’s Counsel’s application for attorneys’ fees, not to exceed thirty-three and one-third percent (33.33%) of the Total Settlement Payment, plus all documented and reasonable litigation costs and expenses, which must be approved by the Court.

4. Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the PAGA Fund.

C. Enhancement Award To PAGA Representative.

1. Subject to Court approval, Defendant agrees Plaintiff shall be eligible for an enhancement award in the amount of Five Thousand Dollars (\$5,000.00), to be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA representative, in addition to any payment she may otherwise receive as a PAGA Employee (“Enhancement Award”).

2. Defendant will not oppose Plaintiff’s request for the Enhancement Award. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement Agreement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

D. Settlement Administration Fees And Costs.

1. The Parties agree that the fees and costs associated with administration of the settlement of this Action shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of a third party settlement administrator to be agreed upon by the Parties (“the Settlement Administrator”) to implement and complete the settlement process according to the terms of this Settlement Agreement, to calculate

1 payments to individual PAGA Employees, any cost associated with the escheatment process for any
2 uncashed or undeliverable settlement checks, and to prepare any necessary tax documents.

3 2. The Settlement Administrator's fees and costs shall be paid from the Total
4 Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA
5 Fund.

6 **E. PAGA Fund.**

7 1. After deducting the Plaintiff's Counsel Payment, the Settlement Administrator's
8 fees and costs, and any court-approved Enhancement Award, the remainder of the Total Settlement
9 Payment shall be allocated toward payment to the LWDA and PAGA Employees ("PAGA Fund").

10 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA under
11 California Labor Code Section 2699(i) for penalties and twenty-five percent (25%) of the PAGA Fund
12 will be allocated among the PAGA Employees based on his or her proportionate share of the pay periods
13 worked during the PAGA Period.

14 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

15 **A. Deposit Of Total Settlement Payment.**

16 Within thirty (30) calendar days after the Effective Date or as otherwise directed by the Court,
17 Defendant shall deposit with the Settlement Administrator the Total Settlement Payment.

18 **B. Formula For Calculating Payments to PAGA Employees.**

19 The portion of the PAGA Fund that is paid to each PAGA Employee shall be determined based
20 on the following formula:

21 1. The payment to PAGA Employees will be based on the number of pay periods
22 each PAGA Employee worked overtime and accrued a meal period penalty during the PAGA Period,
23 which will exclude leaves of absence, any other absences, vacation, and any workweeks when a PAGA
24 Employee did not perform any work. Partial weeks will be counted as full workweeks.

25 2. The amount to be paid per week worked by a PAGA Employee will be calculated
26 by dividing the value of the portion of the PAGA Fund that will be paid to the PAGA Employees by the
27 total number of pay periods worked by all PAGA Employees during the PAGA Period.

28 3. Defendant shall provide true and accurate records of the information necessary to

1 calculate payments to the PAGA employees within thirty (30) days after the Effective Date. Defendant
2 will provide these records to the Settlement Administrator on a confidential basis and they will not be
3 provided to Plaintiff or Plaintiff's Counsel.

4 **C. Notice and Distribution Of PAGA Fund.**

5 1. Defendant shall provide the Settlement Administrator with a list of the names and
6 addresses of the PAGA Employees, to be furnished within fifteen (15) calendar days after the Effective
7 Date. This contact information is being provided confidentially to the Settlement Administrator only,
8 and the Settlement Administrator shall treat the information as private and confidential and take all
9 necessary precautions to maintain the confidentiality of contact information of the PAGA Employees.
10 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
11 Settlement Agreement.

12 2. Within ten (10) days after Defendant deposits payment of the Total Settlement
13 Payment, the Settlement Administrator shall make payment of Plaintiff's Counsel's Payment, the
14 Enhancement Award, and Settlement Administration Costs, and shall pay to the LWDA an amount
15 equivalent to seventy-five percent (75%) of the PAGA Fund as referenced in Paragraph IV(E)(2), or as
16 otherwise directed by the Court, and distribute to the PAGA Employees an amount equivalent to twenty-
17 five percent (25%) of the PAGA Fund as referenced in Paragraph IV(E)(2)(the "Individual Payment")
18 along with a notice, in the form attached hereto as **Exhibit A** (the "Notice").

19 3. The Settlement Administrator will send the Individual Payment and Notice to the
20 PAGA Employees by postmarked First Class U.S. Mail.

21 4. To provide the best notice practicable, any Individual Payment and Notice
22 returned to the Settlement Administrator as non-delivered shall be sent by post-marked First-Class U.S.
23 Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an
24 Individual Payment and Notice that is returned as non-deliverable, the Settlement Administrator shall
25 use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
26 Settlement Administrator or other mutually agreeable method to locate PAGA Employees and will then
27 mail the Individual Payment and Notice to the address identified by the best available technology
28 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is

located, the Individual Payment and Notice for that individual will be deemed undeliverable. If any
PAGA Employees cannot be located within two attempts at mailings by the Settlement Administrator,
the Individual Payment and Notice for that individual will be deemed undeliverable.

5. The Settlement Administrator shall maintain a list of the postmark date for the
original mailing of the Individual Payment and Notice to the PAGA Employees, the postmark date of
any subsequent mailing to any PAGA Employees, and a list of PAGA Employees who did not receive
the Individual Payment and Notice due to the inability to locate a valid address using the procedures
described herein or who otherwise could not be located within two attempts at mailing.

6. All settlement checks will remain valid and negotiable for 180 days from the date
of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
Settlement Administrator, any uncashed checks will be void and escheat to the State of California State
Controller's Office, Unclaimed Property Division in the PAGA Employee's name. Plaintiff's Counsel
received written confirmation that the Unclaimed Property Division is currently accepting such
unclaimed property.

7. No later than January 31 of the year following payment of the Individual
Payments, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Employees
who received a payment.

D. Plaintiff's Counsel Payment.

Plaintiff's Counsel Payment and payment for reasonable litigation costs awarded by the Court
shall be distributed in full by the Settlement Administrator to Plaintiff's Counsel within ten (10) days of
the Settlement's Administrator's receipt of the deposit of The Total Settlement Payment.

E. Enhancement Award Payment.

The Settlement Administrator will send any Enhancement Award approved by the Court to
Plaintiff's Counsel in a check made payable Amber Barrett within ten (10) days of the Settlement's
Administrator's receipt of the Total Settlement Payment.

F. Settlement Administration Payment.

Ten (10) days after Defendant deposits the Total Settlement Payment, the Settlement
Administrator shall deduct an amount equivalent to the budget for all costs, fees, and expenses to

administer the settlement.

For ease of reference, the agreed upon time for payment and distribution is provided as follows:

Timing	Funding	Distribution
30 days after Effective Date	Deposit of the Total Settlement Payment.	
10 days after deposit of the Total Settlement Payment		- Award of Attorneys' Fees - Award of Costs - Enhancement Award - Settlement Administration Costs The remainder of the fund after distribution of the above from the Total Settlement Payment shall be distributed as follows: 75% will be sent to the LWDA 25% will be allocated among the PAGA Employees

VI. CLAIMS RELEASED BY PLAINTIFF AND EFFECT OF SETTLEMENT

A. Claims Released By The LWDA And Plaintiff.

Upon the Effective Date, Plaintiff on behalf of herself and the State of California only, releases all claims and statutory penalties against Defendant Sierra Pacific Mortgage Company, Inc. ("Released Party") that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing January 23, 2020 letter to the LWDA ("Released Claims"). Plaintiff does not release any aggrieved employee's claim for wages or damages.

This Release is subject to the Court's approval of the terms of the Settlement Agreement and the judgment of the Court approving this settlement becoming Final. If the Settlement Agreement is not approved or does not become Final, this Release will not be valid.

B. Tax Treatment And Tax Indemnification.

PAGA Employees will assume any tax obligations or consequences, which may arise from the payments they receive under this Settlement Agreement. PAGA Employees release any and all claims

that they have or may have against Defendant and any Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Employee for their individual share of taxes related to any payments made under this Agreement, each PAGA Employee shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Employee's share of any state or federal tax obligation related to any payments made under this Agreement. If a PAGA Employee has questions about any liability to any state or federal taxing authority, they may contact the Settlement Administrator. The PAGA Employees shall not contact Defendant, any of the Released Parties, or Defendant's Counsel.

VII. PROCESS FOR SEEKING COURT APPROVAL.

Plaintiff's Counsel will timely prepare and file a Motion for Approval of the settlement, which they shall provide to counsel for the Defendant before filing in order to provide Defendant an opportunity to review and comment. Defendant will not oppose the Motion for Approval of the settlement, but if the Parties are unable to reach agreement on language in the Motion for Approval of the settlement, Defendant shall be permitted to submit supplemental briefing to the Court.

VIII. MISCELLANEOUS PROVISIONS.

A. Voiding The Settlement.

A failure of the Court to approve any material condition of this Settlement Agreement shall render the entire Settlement Agreement voidable and unenforceable as to Plaintiff and Defendant, at the option of either party. In the event and only in the event of a failure of the Court to approve any material condition of this Settlement Agreement, each party may exercise its option to void this Settlement Agreement as provided above by giving notice, in writing, to the other, and to the Court within five (5) days after the Order granting approval of the Settlement Agreement has been received by the party seeking to void the settlement.

B. Mutual Full Cooperation.

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution

of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement Agreement.

C. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement.

D. Consultation with Counsel.

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have consulted with their counsel with respect to this Settlement Agreement, and that they are voluntarily entering into this Settlement Agreement.

E. Binding Nature of The Settlement.

1. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Claims Released in this Settlement Agreement.

2. This Settlement Agreement may be amended or modified only by a written instrument signed by Plaintiff's Counsel and Plaintiff, as well as Defendant's Counsel and Defendant. No rights under this Settlement Agreement may be waived except in writing.

3. This Settlement Agreement and any attached Exhibits constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this

1 Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is intended to
2 be contractual and not merely a recital.

3 **F. Joint Drafting of Settlement Documents.**

4 1. Plaintiff's Counsel and Defendant's Counsel have arrived at this settlement as a
5 result of a series of arm's-length negotiations, taking into account all relevant factors, present and
6 potential.

7 2. This Settlement Agreement has been drafted jointly by Plaintiff's Counsel and
8 Defendant's Counsel and, therefore, in any construction or interpretation of this Settlement Agreement,
9 the same shall not be construed against any of the Parties.

10 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to
11 them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically,
12 none of the documents provided shall be used to pursue any subsequent claims or litigation against
13 Defendant or the Released Parties.

14 **G. Execution of The Settlement Agreement.**

15 This Settlement Agreement may be executed in one or more counterparts, by electronic
16 signature, and by facsimile. All executed copies of this Settlement Agreement and photocopies thereof
17 shall have the same force and effect and shall be as legally binding and enforceable as the original.

18 **H. Continuing Jurisdiction Of The Court.**

19 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
20 shall retain jurisdiction over the Parties, and over this settlement, in order to: (i) monitor and enforce
21 compliance of the Settlement Agreement, and/or (ii) resolve any disputes over this settlement or the
22 administration of the benefits of this settlement.

23
24 **AGREED TO BY PLAINTIFF:**

25 DATED: 11/30/2021

26 **AMBER BARRETT**

27 By: 
28

AGREED TO BY DEFENDANT:

DATED: Nov 30, 2021

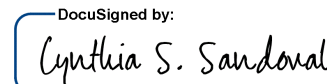
**SIERRA PACIFIC MORTGAGE COMPANY,
INC.**

By: 
Curtis Dair (Nov 30, 2021 12:42 PST)
Curtis Dair, Chief Financial Officer

AGREED TO BY PLAINTIFF'S COUNSEL:

DATE: 11/30/2021

ARES LAW GROUP, P.C.

By: 
DocuSigned by:
Cynthia S. Sandoval
Matt D'Abusco
Cynthia S. Sandoval
Attorneys for Plaintiff
AMBER BARRETT

AGREED TO BY DEFENDANT'S COUNSEL:

DATE: 11/30/2021

**CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC**

By: 
Timothy Del Castillo
Lisa L. Bradner
Attorneys for Defendant
SIERRA PACIFIC MORTGAGE COMPANY,
INC.

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Revised Barrett PAGA SA PDF 11302021[9] copy

Final Audit Report

2021-11-30

Created:	2021-11-30
By:	Timothy Del Castillo (tdc@castleemploymentlaw.com)
Status:	Signed
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 Document created by Timothy Del Castillo (tdc@castleemploymentlaw.com)
2021-11-30 - 8:32:16 PM GMT- IP address: 66.60.176.162

 Document emailed to Curtis Dair (curtis.dair@spmc.com) for signature
2021-11-30 - 8:33:03 PM GMT

 Email viewed by Curtis Dair (curtis.dair@spmc.com)
2021-11-30 - 8:42:15 PM GMT- IP address: 76.219.245.6

 Document e-signed by Curtis Dair (curtis.dair@spmc.com)
Signature Date: 2021-11-30 - 8:42:37 PM GMT - Time Source: server- IP address: 76.219.245.6

 Agreement completed.
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