

**AMENDMENT NO. 1 TO**  
**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Amendment to the Class Action and PAGA Settlement Agreement is made and entered into by and between: (a) JACKIE AGUILAR and RONALD BRYANT (“Plaintiffs”), on behalf of themselves and each member of the “Settlement Class” (as defined below); and (b) Defendants DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; MPHASIS LIMITED; and MPHASIS CORPORATION (“Settling Defendants”) (collectively with Plaintiff, the “Parties”).

**WHEREAS**, On February 13, 2025, Plaintiffs and the Settling Defendants fully-executed the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”), to resolve Plaintiff’s lawsuits alleging wage and hour violations against Settling Defendants captioned (1) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al. Orange County Case No. 30-2021-01207042 (“Class Action”); (2) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al. Orange County Case No. 30-2021-01204329 (“PAGA Action”); and (3) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al., Northern District Court of California Case No. 3:21-cv-00354-SK (“FCRA Action”).;

**WHEREAS**, On May 27, 2025, Plaintiffs filed their Motion for Preliminary Approval of the Settlement Agreement in the Class Action.

**WHEREAS**, The Court’s October 13, 2025, order required the Parties to make certain changes to the Settlement Agreement, in the form of an amendment thereto.

**WHEREAS**, the Parties wish to amend the Settlement Agreement by this Amendment in order to effect changes to comply with the Court’s October 13, 2025, Order.;

**WHEREAS**, in Section 12.9 of the Settlement Agreement provides that the Settlement Agreement “may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.”; and

**WHEREAS**, the Settlement Agreement, as it may be amended by this Amendment is referred to herein as the “Amended Settlement Agreement”,

**NOW, THEREFORE**, the Parties hereby agree as follows:

**Amendment to the Settlement Agreement.** Attached hereto as “**Exhibit A**” is a redline of the changes to be effectuated by this Amendment to the Settlement Agreement, effective upon entry of an order by the Court granting preliminary approval to the Amended Settlement Agreement. The Parties agree that this Amendment shall amend the Settlement Agreement as follows:

***A. Percent Allocation of Wage and Non-Wage***

- a. To increase allocation to wages pursuant to the Court’s observation that 20% appears to be low, Section 3.2.4.1 of the Settlement Agreement is hereby deleted in its entirety and replaced with the following:

“3.2.4.1. Tax Allocation of Individual Class Payments to the Wage and Hour Class. 33.33% of each Participating Class Member’s Individual Class Payment will have their Individual Class Payment allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66.67% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

***B. Provision for Exclusion Form, Objection Form, and Dispute Form:***

- a. To add forms to the definition of “Class Notice” and remove reference to Spanish translation, Section 1.12 of the Settlement Agreement is hereby deleted in its entirety and replaced with the following:

“1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A, the exclusion form attached as Exhibit B, the objection form attached as Exhibit C, and the dispute form attached as Exhibit D and incorporated by reference into this Agreement.”

- b. To direct the Administrator to mail the forms, Section 7.4.2. of the Settlement Agreement is hereby deleted in its entirety and replaced with the following:

“7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A, the exclusion form attached as Exhibit B, the objection form attached as Exhibit C, and the dispute form attached as Exhibit D. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment, Individual FCRA Payment, and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

1 Before mailing Class Notices, the Administrator shall update Class Member addresses using the  
2 National Change of Address database.”

3 c. Regarding the Exclusion Form, Section 7.5.1. of the Settlement Agreement is  
4 hereby deleted in its entirety and replaced with the following:

5 “7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
6 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later  
7 than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class  
8 Members whose Class Notice is re-mailed). A Request for Exclusion is a completed exclusion form  
9 (attached as Exhibit B) by fax, email, or mail, and/or a letter from a Class Member or his/her  
10 representative that reasonably communicates the Class Member’s election to be excluded from the  
11 Settlement and includes the Class Member’s name, address and email address or telephone number.  
12 To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response  
13 Deadline.”

14 d. Regarding Dispute Form, Section 7.6 of the Settlement Agreement is hereby  
15 deleted in its entirety and replaced with the following:

16 “7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
17 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class  
18 Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any)  
19 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation  
20 by communicating with the Administrator via fax, email or mail. The Class Member may send a  
21 completed dispute form (attached as Exhibit D) via fax, email or mail in order to dispute workweeks  
22 and PAGA Pay Periods (if any). The Administrator must encourage the challenging Class Member  
23 to submit supporting documentation. In the absence of any contrary documentation, the  
24 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct  
25 so long as they are consistent with the Class Data. The Administrator’s determination of each Class  
26 Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable or  
27 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all  
28 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel  
and the Administrator’s determination the challenges.”

21 e. Regarding Objection Form, Section 7.7.2. of the Settlement Agreement is  
22 hereby deleted in its entirety and replaced with the following:

23 “7.7.2 Participating Class Members may send written objections to the Administrator, by  
24 fax, email, or mail. Participating Class Members wishing to object may send a completed objection  
25 form (attached as Exhibit C) by fax, email, or mail. In the alternative, Participating Class Members  
26 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
27 Approval Hearing. A Participating Class Member who elects to send a written objection to the  
28 Administrator must do so not later than 45 days after the Administrator’s mailing of the Class Notice  
(plus an additional 14 days for Class Members whose Class Notice was re-mailed).”

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***C. In Order to Provide in the Settlement Agreement that the Court retains jurisdiction over opt-out validity and workweek disputes:***

- a. Regarding opt-out validity, Section 7.5.2 of the Settlement Agreement is hereby deleted in its entirety and replaced with the following text:

“7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Court retains jurisdiction to decide any unresolved dispute regarding the authenticity and/or validity of an opt-out request.”

- b. Regarding workweek or pay period disputes, Section 7.8.4 of the Settlement Agreement is hereby deleted in its entirety and replaced with the following text:

“7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. While the Administrator and the parties will attempt to resolve any such dispute, the Court ultimately will decide any unresolved dispute.”

***D. Administrator Expenses Payment:***

- a. Regarding Administrator Expenses Payment, Section 3.2.3 of the Settlement Agreement is hereby deleted in its entirety and replaced with the following text:

“3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twenty Two Thousand Dollars \$22,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$22,000.00, the Administrator will retain the remainder in the Net Settlement Amount.”

***E. Exhibits – Exclusion Form, Objection Form, and Dispute Form***

Attached as Exhibit B hereto is a copy of the Exclusion Form, to be attached as Exhibit B to the Amended Settlement Agreement.

Attached as Exhibit C hereto is a copy of the Objection Form, to be attached as Exhibit C to the Amended Settlement Agreement.

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Attached as Exhibit D hereto is a copy of the Dispute Form, to be attached as Exhibit D to the Amended Settlement Agreement.

**JACKIE AGUILAR**

Date: \_\_\_\_\_, 2026

Signed by: *Eric Winston*  
3810F31B0FA54E1  
**DIGITAL RISK MORTGAGE SERVICES, LLC**  
 By: Eric Winston  
 Title: EVP & General Counsel  
 Date: 06 March 2026 | 10:17:36 AM EST

**RONALD BRYANT**

Date: \_\_\_\_\_, 2026

Signed by: *Eric Winston*  
3810F31B0FA54E1  
**DIGITAL RISK, LLC**  
 By: Eric Winston  
 Title: EVP & General Counsel  
 Date: 06 March 2026 | 10:17:36 AM EST

Signed by: *Eric Winston*  
3810F31B0FA54E1  
**MPHASIS CORPORATION**  
 By: Eric Winston  
 Title: EVP & General Counsel  
 Date: 06 March 2026 | 10:17:36 AM EST

Signed by: *Eric Winston*  
3810F31B0FA54E1  
**MPHASIS LIMITED**  
 By: Eric Winston  
 Title: EVP & General Counsel  
 Date: 06 March 2026 | 10:17:36 AM EST

**Approved as to Form Only:**

**LAVI & EBRAHIMIAN, LLP**

By: \_\_\_\_\_  
 JOSEPH LAVI  
 N. NICK EBRAHIMIAN  
 VINCENT C. GRANBERRY

Attorney for Plaintiffs,  
 JACKIE AGUILAR AND RONALD BRYANT

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

By: *David A. Garcia*  
 DAVID A. GARCIA  
 NICOLE A. NALEWAY

Attorney for Defendants,  
 DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; MPHASIS CORPORATION; MPHASIS LIMITED

Attached as Exhibit D hereto is a copy of the Dispute Form, to be attached as Exhibit D to the Amended Settlement Agreement.

**JACKIE AGUILAR**

*Jackie Aguilar*

Date: 02/27/2026, 2026

**DIGITAL RISK MORTGAGE SERVICES, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RONALD BRYANT**

Date: \_\_\_\_\_, 2026

**DIGITAL RISK, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MPHASIS CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MPHASIS LIMITED**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form Only:**

**LAVI & EBRAHIMIAN, LLP**

By: *Joseph Lavi*

JOSEPH LAVI

N. NICK EBRAHIMIAN

VINCENT C. GRANBERRY

Attorney for Plaintiffs,  
JACKIE AGUILAR AND RONALD BRYANT

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

By: \_\_\_\_\_

DAVID A. GARCIA

NICOLE A. NALEWAY

Attorney for Defendants,  
DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; MPHASIS  
CORPORATION; MPHASIS LIMITED

*JA*

Attached as Exhibit D hereto is a copy of the Dispute Form, to be attached as Exhibit D to the Amended Settlement Agreement.

**JACKIE AGUILAR**

Date: \_\_\_\_\_, 2026

**DIGITAL RISK MORTGAGE SERVICES, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RONALD BRYANT**

Date: 02/27/2026, 2026

**DIGITAL RISK, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MPHASIS CORPORATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MPHASIS LIMITED**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Form Only:**

**LAVI & EBRAHIMIAN, LLP**

By: Joseph Lavi

JOSEPH LAVI  
N. NICK EBRAHIMIAN  
VINCENT C. GRANBERRY

Attorney for Plaintiffs,  
JACKIE AGUILAR AND RONALD BRYANT

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

By: \_\_\_\_\_  
DAVID A. GARCIA  
NICOLE A. NALEWAY

Attorney for Defendants,  
DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; MPHASIS CORPORATION; MPHASIS LIMITED

RB

**“EXHIBIT A”**

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**  
**[AS AMENDED BY AMENDMENT No. 1]**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jackie Aguilar and Ronald Bryant (“Plaintiffs”) and Defendants Digital Risk Mortgage Services, LLC; Digital Risk, LLC; Mphasis Limited; and Mphasis Corporation (“Settling Defendants”). The Agreement refers to Plaintiffs and Settling Defendants collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS.**

1.1. “Actions” mean the Plaintiffs’ lawsuits alleging wage and hour violations against Settling Defendants captioned (1) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al. Orange County Case No. 30-2021-01207042 (“Class Action”); (2) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al. Orange County Case No. 30-2021-01204329 (“PAGA Action”); and (3) Jackie Aguilar and Ronald Bryant v. Digital Risk Mortgage Services, LLC, et al., Northern District Court of California Case No. 3:21-cv-00354-SK (“FCRA Action”).

1.2. “Administrator” means the neutral entity the Parties appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked on the special Wells Fargo project for the Settling Defendants/Released Parties from September 25, 2019 to January 29, 2023 (the “PAGA Period”).

1.5. “Wage and Hour Class” means all current and former non-exempt employees, agents, and contractors of any kind, who worked for, were directed or managed by, or were placed on the special Wells Fargo Project by the Settling Defendants from September 29, 2016 to January 29, 2023 (the “Class Action Period”).

1.6. “FCRA Class” means all current, former, and prospective employees of the Settling Defendants from September 25, 2018 to January 29, 2023 (the “FCRA Period”).

1.7. “Class Counsel” means Lavi & Ebrahimian, LLP.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.9. “Class Data” means Class Member identifying information in Settling Defendants’ possession including the Aggrieved Employee and Class Member’s name, last-known mailing address, Social Security number, and number of Class Action Period Workweeks and PAGA Pay Periods.

1.10. “Class Member” or “Settlement Class Member” means a member of either the Wage and Hour Class or FCRA Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member’s mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A, the exclusion form attached as Exhibit B, the objection form attached as Exhibit C, and the dispute form attached as Exhibit D and incorporated by reference into this Agreement.

1.13. “Class Action Period” means the period from September 29, 2016 to January 29, 2023.

1.14. “Class Representatives” mean the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as Class Representatives.

1.15. “Class Representative Service Payment” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.16. “Court” means the Superior Court of California, County of Orange.

1.17. “Settling Defendants” means Defendants Digital Risk Mortgage Services, LLC; Digital Risk, LLC; Mphasis Limited; and Mphasis Corporation.

1.18. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “FCRA Period” means the period from September 25, 2018 to January 29, 2023.

1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” means five hundred and ninety thousand dollars (\$590,000.00) which is the total amount Settling Defendants are to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses. The Gross Settlement Amount shall be allocated as follows: (1) twenty-five thousand dollars (\$25,000.00) to be allocated for alleged violations of PAGA (“PAGA Allocation”); (2) one hundred and sixty-five thousand dollars (\$165,000.00) to the Wage and Hour Class (“Class Allocation”); and (3) four hundred thousand dollars (\$400,000.00) to the FCRA Class (“FCRA Allocation”).

1.25. “Individual Class Payment” means the Participating Wage and Hour Class Member’s share of the Net Settlement Amount as part of the Wage and Hour Class.

1.26. “Individual FCRA Payment” means the Participating FCRA Class Member’s share of the Net Settlement Amount as part of the FCRA Class.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments or Individual FCRA Payments, as the case may be.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Settling Defendants for at least one day during the PAGA Period.

1.34. “PAGA Period” means the period from September 25, 2019 to January 29, 2023.

1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.36. "PAGA Notice" means Plaintiffs' September 25, 2020 letter to Settling Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. "PAGA Allocation" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.
- 1.38. "Participating Class Member" means a Class Member of the Wage and Hour Class or FCRA Class, who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. "Plaintiffs" mean Jackie Aguilar and Ronald Bryant, the named plaintiffs in the Actions.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.44. "Released Parties" means: Settling Defendants and each of their past and present officers, directors, shareholders, unit holders, managers, employees, agents, joint-employers, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, assigns, parents and attorneys. The Released Parties does not include Wells Fargo Bank beyond the "Wells Fargo Project".
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.46. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.47. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.48. The "Wells Fargo Project" operated from approximately July of 2020 to 2022, by Settling Defendants, to provide services under an agreement with Wells Fargo Bank, National Association, to assist distressed mortgage borrowers.
- 1.49. "Workweek" means any week during which a Class Member worked for Settling Defendants for at least one day, during the Class Action Period.

## 2. RECITALS.

2.1. On September 29, 2020, Plaintiffs commenced the Class Action (Orange County Case No. 30-2021-01207042) by filing a Complaint, alleging causes of action against Settling Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize or permit meal periods; (4) failure to authorize or permit rest periods; (5) failure to timely pay earned wages during employment; (6) failure to indemnify employees for employment-related losses/expenditures; (7) failure to provide complete and accurate wage statements; (8) failure to timely pay all earned wages and final paychecks at time of separation of employment; and (9) unfair business practices.

2.2. On October 5, 2020, Plaintiffs commenced the FCRA Action (Northern District Court of California Case No. 3:21-cv-00354-SK) by filing a Complaint, alleging causes of action against Settling Defendants for (1) failure to provide disclosures, or in the alternative, proper disclosures in violation of 15 U.S.C. § 1681b(b)(2)(A); (2) failure to provide summary of rights in violation of 15 U.S.C. § 1681d(a)(1) and 1681g(c); (3) violation of California Civil Code § 1786, et seq.; (4) violation of California Civil Code § 1785, et seq.; and (5) unfair business practices. Settling Defendants deny the allegations in the FCRA Action, deny any failure to comply with the laws identified in the operative complaint and deny any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), on September 25, 2020, Plaintiffs gave timely written notice to Settling Defendants and the LWDA by sending the PAGA Notice. On November 10, 2020, Plaintiffs provided an amended PAGA Notice to Settling Defendants and the LWDA. On December 16, 2020, Plaintiffs commenced the PAGA Action (Orange County Case No. 30-2021-01204329) against Settling Defendants, alleging their failure to pay minimum wages; failure to pay overtime wages; failure to authorize or permit meal periods; failure to authorize or permit rest periods; failure to timely pay earned wages during employment; failure to indemnify employees for employment-related losses/expenditures; failure to provide complete and accurate wage statements; and failure to timely pay all earned wages and final paychecks at time of separation of employment. Settling Defendants deny the allegations in the Class Action, deny any failure to comply with the laws identified in the operative complaint and deny any and all liability for the causes of action alleged.

2.4. Settling Defendants deny the allegations in the Class Action, FCRA Action, and PAGA Action; deny any failure to comply with the laws identified in the operative complaints; and deny any and all liability for the causes of action alleged in the Class Action, FCRA Action, or PAGA Action.

2.5. On November 30, 2022, the Parties participated in an all-day mediation presided over by experienced mediator, David Rotman, Esq., which led to this Agreement to settle the Actions.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, exemplars of employees' background reports; a sampling of employees' time and pay records; and relevant policies and procedures. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. The Parties, represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Settling Defendants promise to pay five hundred and ninety thousand dollars (\$590,000.00) and no more as the Gross Settlement Amount (other than separately paying any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments). Settling Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Settling Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,900.00 each (in addition to any Individual Class Payment, Individual FCRA Payment, and Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Settling Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be one hundred and ninety-six thousand, six hundred and sixty-six dollars and sixty-seven cents (\$196,666.67) and a Class Counsel Litigation Expenses Payment of not more than twenty-five thousand dollars (\$25,000.00). Settling Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel

Litigation Expenses Payment and holds Settling Defendants harmless, and indemnifies Settling Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed ~~Eight~~Twenty Two Thousand Dollars ~~\$822,000.00~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than ~~\$822,000.00~~, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member of the Wage and Hour Class: An Individual Class Payment for a Participating Class Member of the Wage and Hour Class is calculated by (a) dividing the Class Allocation remaining in the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members in the Wage and Hour Class during the Class Action Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments to the Wage and Hour Class. ~~20~~33.33% of each Participating Class Member's Individual Class Payment will have their Individual Class Payment allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~80~~66.67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To Each Participating Class Member of the FCRA Class: An Individual FCRA Payment for a Participating Class Member of the FCRA Class is calculated by dividing the FCRA Allocation remaining in the Net Settlement Amount by the total number of Participating Class Members of the FCRA Class during the FCRA Period. Each Participating Class Member of the FCRA Class will receive an equal Individual FCRA Payment from the FCRA Allocation remaining in the Net Settlement Amount. Class Members of the FCRA Class who exclude themselves from the Settlement will not receive payment and will not release their claims as part of the FCRA Class.

3.2.5.1. Tax Allocation of Individual FCRA Payments. Each Participating Member of the FCRA Class will have their Individual FCRA Payment be allocated to settlement of Released FCRA Claims, which are penalties, will not include tax withholdings, and will be reported on IRS 1099 Forms. Participating Class Members of the FCRA Class assume full responsibility and liability for any employee taxes owed on their Individual FCRA Payment.

3.2.5.2. Effect of Non-Participating Class Members on Calculation of Individual FCRA Payments. Non-Participating Class Members will not receive any Individual FCRA Payments. The Administrator will retain amounts equal to their Individual FCRA Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of twenty-five thousand dollars (\$25,000.00) to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Settling Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Settling Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.

4.2. Funding of Gross Settlement Amount. Settling Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Settling Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Settling Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual FCRA Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, Individual FCRA Payments, and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments, Individual FCRA Payments, and/or Individual PAGA Payments and send them to Aggrieved Employees and Class Members of the Wage and Hour Class and FCRA Class via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members of the Wage and Hour Class (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual FCRA Payments to all Participating Class Members of the FCRA Class (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment, the Individual FCRA Payment, and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check, Individual FCRA Payment check, or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual Class Payments, Individual FCRA Payments, and Individual PAGA Payments shall not obligate Settling Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date when Settling Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall be bound by a complete and general release of claims as to the Released Parties, and shall be bound by California Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by

law. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.1.1 FCRA Release. Settling Defendants' position is that, based on several factors, including the review and analysis of the authorization form the unique and differing on-boarding for putative class member may preclude certification of the class outside of this settlement and compromise, any alleged violation, although denied, should have been discovered when each class member discovered the facts that gave rise to the claim, the substantial risks of continued litigation and delays, including the likelihood that the claims, if not settled now, might not result in any recovery for the FCRA Class.

In exchange for the releases and waivers of claims described below, Settling Defendants will pay the gross amount of Four Hundred Thousand Dollars (\$400,000.00), or \$132.71 per settling FCRA Class Member, in settlement of all claims in this Action and in exchange for the releases from the Named Plaintiff and the Settlement Class Members for having received a Background Disclosure form which they contend included extraneous language. The total amount of this payment will constitute the FCRA Settlement Fund, which shall be a common fund from which the Named Plaintiff and the Settlement Class Members will be paid, from which Class Counsel's court-approved fees will be paid, from which the Named Plaintiff's court-approved service payment will be paid, and from which the Settlement Administrator will be paid.

5.2 Release by Participating Class Members: All Participating Class Members who have not opted-out release and discharge Released Parties, their past and present officers, directors, shareholders, unit holders, managers, employees, agents, joint-employers, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, assigns, parents and attorneys from all claims, demands, rights liabilities that were pled in any of the complaints in this matter, claims of any employee, agent, or contractor of any kind, who was directed by, managed by, or placed to work on the Wells Fargo Project by the Released Parties, or which could have been pled in any of the complaints in this matter based on the factual allegations alleged therein and that arose during the Class Action Period, FCRA Period, or PAGA Period, as applicable.

5.2.1 As a matter of emphasis, but not limitation, the Released Claims shall include the following:

- Failure to Pay all Wages For All Hours Worked at the Minimum Wage;
- Failure to Pay Overtime Wages For Daily Overtime Worked;
- Failure to Authorize or Permit Meal Periods;
- Failure to Authorize and Permit Rest Periods;
- Failure to Timely Pay Earned Wages During Employment;
- Failure to Indemnify Employees for Employment-Related Losses/Expenditures;
- Failure to Provide Complete and Accurate Wage Statements;
- Failure to Timely Pay all Wages and Final Paychecks Due At Time of Separation of Employment;
- Waiting Time Penalties;
- Violations of the Labor Code Private Attorneys General Act of 2004;
- Violation of Unfair Competition Law;

Failure to Provide Disclosures in Violation of 15 U.S.C. § 1681b(b)(2)(A) (Fair Credit Reporting Act);  
Failure to Provide Summary of Rights in Violation of 15 U.S.C. §§ 1681d(a)(1) and 1681g(c) (Fair Credit Reporting Act);  
Violation of California Civil Code § 1786, et seq. (Investigative Consumer Reporting Agencies Act);  
Violation of California Civil Code § 1785, et seq. (Consumer Credit Reporting Agencies Act).

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, joint-employers, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, assigns, parents and attorneys from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint of the PAGA Action and the PAGA Notice.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval.

6.1 Settling Defendants' Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Settling Defendants will prepare and deliver to Class Counsel a signed Declaration from Settling Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Settling Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; and (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))). In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full

execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A, the exclusion form attached as Exhibit B, the objection form attached as Exhibit C, and the dispute form attached as Exhibit D. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment, Individual FCRA Payment, and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Settling Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

## 7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a completed exclusion form (attached as Exhibit B) by fax, email, or mail, and/or a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The ~~Administrator's determination of~~ Court retains jurisdiction to decide any unresolved dispute regarding the authenticity ~~shall be final and not appealable/~~ or otherwise susceptible to challenge. validity of an opt-out request.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all

terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member of the Wage and Hour Class who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Every Class Member of the FCRA Class who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual FCRA Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Class Member may send a completed dispute form (attached as Exhibit D) via fax, email or mail in order to dispute workweeks and PAGA Pay Periods (if any). The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

#### 7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Participating Class Members wishing to object may send a completed objection form (attached as Exhibit C) by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments, Individual FCRA Payments, and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make ~~final~~ decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. ~~The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~ While the Administrator and the parties will attempt to resolve any such dispute, the Court ultimately will decide any unresolved dispute.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the

Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Settling Defendants estimates that, as of the date of this Settlement Agreement, there are (1) 64 Class Members and 2,523 Total Workweeks during the Class Action Period and (2) 64 Aggrieved Employees who worked 1,239 PAGA Pay Periods during the PAGA Period.

8.1. If the number of workweeks at issue for the Wage and Hour Class is more than ten percent (10%) of the represented number of total workweeks for the Class Action Period, the Settling Defendants, at their option, will either: (1) pay a proportional amount in addition to the Gross Settlement Amount for each additional such week that exceeds ten percent (10%) above 2,523 workweeks; or (2) elect to roll back the Class Action Period to a date by which the total workweeks does not exceed ten percent (10%) more than the estimated 2,523 total workweeks.

8.2. If the number of pay periods at issue for the PAGA Action is more than ten percent (10%) of the represented number of total pay periods for the PAGA Period, Defendant, at its option, will either: (1) pay a proportional amount in addition to the Gross Settlement Amount for each additional such pay period that exceeds ten percent (10%) above 1,239 PAGA Pay Periods; or (2) elect to roll back the relevant time period for the PAGA Period to a date by which the total pay period does not exceed ten percent (10%) more than the estimated 1,239 total PAGA Pay Periods.

**9. SETTLING DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Settling Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Settling Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Settling Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Settling Defendants must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for

Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## **12. ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Settling Defendants that any of the allegations in the Operative Complaint have merit or that Settling Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Settling Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Settling Defendants reserves the right to contest certification of any class for any reasons, and Settling Defendants reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Settling Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Settling Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Settling Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. The Parties separately warrant and represent that Class Counsel and Defense Counsel are authorized by Plaintiffs and Settling Defendants, respectively, to take all appropriate action

required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Settling Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Settling Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date

when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Settling Defendants unless, prior to the Court's discharge of the Administrator's obligation, Settling Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Joseph Lavi, Esq. (SBN 209776)  
Vincent C. Granberry, Esq. (SBN 276483)  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
jlavi@lelawfirm.com  
vgranberry@lelawfirm.com

To Settling Defendants: David A. Garcia, Esq. (SBN 218356)  
Email: david.garcia@ogletree.com  
Nicole A. Naleway, Esq. (SBN 300701)  
Email: nicole.naleway@ogletree.com  
**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**  
Park Tower, Fifteenth Floor  
695 Town Center Drive  
Costa Mesa, CA 92626  
Telephone: 714-800-7900  
Facsimile: 714-754-1298

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

\_\_\_\_\_  
For Plaintiff Jackie Aguilar

\_\_\_\_\_  
For Settling Defendants

\_\_\_\_\_  
For Plaintiff Ronald Bryant

**Approved as to Form Only:**

\_\_\_\_\_  
Counsel for Plaintiffs

\_\_\_\_\_  
Counsel for Settling Defendants

**“EXHIBIT B”**

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

JACKIE AGUILAR and RONALD BRYANT, on behalf of themselves and all other current and former aggrieved California-based hourly non-exempt employees,

Plaintiffs,

vs.

DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; WELLS FARGO BANK, NATIONAL ASSOCIATION; MPHASIS LIMITED; MPHASIS CORPORATION; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 30-2021-01207042  
RELATED CASE NO. 30-2021-01204329

**CLASS AND PAGA ACTION**

*[Assigned for all Purposes to: Honorable David A Hoffer, Dept. CX103]*

**REQUEST TO BE EXCLUDED FROM  
CLASS ACTION SETTLEMENT<sup>1</sup>**

**ONLY COMPLETE THIS FORM IF YOU *DO NOT* WANT TO RECEIVE RECOVERY  
FROM THE SETTLEMENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Last 4 Digits of SSN: \_\_\_\_\_

I wish to be excluded from the Class and PAGA Action Settlement of the case *Aguilar v. Digital Risk Mortgage Services, LLC* Case No. 30-2021-01207042, currently pending in the Superior Court of the State of California, County of Orange. I understand by signing below I will not receive any payment from this Settlement and will not be releasing any claims at issue in this action.

Dated: \_\_\_\_\_ (signature)

**If you wish to be excluded** from the Settlement, please complete and sign this Request for Exclusion form and mail it to *Aguilar v. Digital Risk Mortgage Services, LLC*, c/o **Simpluris, Inc.** at **[SIMPLURIS ADDRESS]** no later than **[DATE set by Court]**.

<sup>1</sup> **DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.**

**“EXHIBIT C”**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

JACKIE AGUILAR and RONALD BRYANT, on behalf of themselves and all other current and former aggrieved California-based hourly non-exempt employees,

Plaintiffs,

vs.

DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; WELLS FARGO BANK, NATIONAL ASSOCIATION; MPHASIS LIMITED; MPHASIS CORPORATION; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 30-2021-01207042

RELATED CASE NO. 30-2021-01204329

**CLASS AND PAGA ACTION**

*[Assigned for all Purposes to: Honorable David A. Hoffer, Dept. CX103]*

**OBJECTION TO CLASS ACTION SETTLEMENT**

**ONLY COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT. THIS IS NOT AN “OPT-OUT” FORM.**

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval of the Settlement, you will get your Settlement Payments as described in the Notice of Class Action Settlement, and the release of claims will apply to you.

**If you wish to object to the Class Action Settlement**, please complete and sign this form, and mail or deliver it to *Aguilar v. Digital Risk Mortgage Services, LLC*, c/o **Simpluris, Inc. at [SIMPLURIS ADDRESS]**, no later than **[DATE set by Court]**. Please note you have a right to appear at the Final Approval Hearing, with or without an attorney, and have your objection(s) heard by the Court.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Last 4 Digits of SSN: \_\_\_\_\_

I OBJECT TO THE PROPOSED CLASS SETTLEMENT REACHED IN AGUILAR V. DIGITAL RISK MORTGAGE SERVICES, LLC, SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, CASE NO. 30-2021-01207042. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_

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Number of additional pages attached: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(signature)

**“EXHIBIT D”**

**CLASS WORKWEEK / PAGA PAY PERIOD DISPUTE FORM**

SUPERIOR COURT OF THE STATE OF CALIFORNIA – ORANGE  
AGUILAR V DIGITAL RISK MORTGAGE SERVICES, LLC

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - \_ \_ \_ \_

**INSTRUCTIONS**

IF YOU WERE EMPLOYED BY DIGITAL RISK MORTGAGE SERVICES, LLC; DIGITAL RISK, LLC; MPHASIS LIMITED; MPHASIS CORPORATION (“SETTLING DEFENDANTS”) WHO WORKED FOR, WERE DIRECTED OR MANAGED BY, OR WERE PLACED ON THE SPECIAL WELLS FARGO PROJECT BY THE SETTLING DEFENDANTS FROM SEPTEMBER 29, 2016 TO JANUARY 29, 2023 THEN YOU ARE A “WAGE AND HOUR” CLASS MEMBER.

The amount of your estimated Settlement Payment for being part of the “Wage and Hour Class” is based upon the Workweeks you worked for Settling Defendants in California between September 29, 2016 through January 29, 2023. “Workweeks” are defined as the number of **weeks in which you worked for Settling Defendants for at least one day as an hourly employee in California.** The amount of your estimated Individual PAGA Payment for being an alleged “Aggrieved Employee” is based on the PAGA Pay Periods you worked for Settling Defendants in California between September 25, 2019, through January 29, 2023. “PAGA Pay Periods” are defined as any Pay Period during which an Aggrieved Employee worked at least one day. The number of Workweeks and PAGA Pay Periods (if any) applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before [45 days after initial mailing]. **If you believe that the number of weeks or pay periods stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

**I. YOUR COMPENSABLE WORK WEEKS**

Settling Defendants’ records show that during the Class Period (September 29, 2016 through January 29, 2023), you worked as an hourly employee, in California, which qualifies you as a Settlement Class Member and your total number of Workweeks in this position are: <<**NUMBER OF WORKWEEKS**>>.

**II. YOUR PAY PERIODS (IF ANY)**

Settling Defendants’ records show that during the PAGA Period (September 29, 2019 through January 29, 2023), you worked as an hourly employee in California and therefore are allegedly an Aggrieved Employee, and your total number of PAGA Pay Periods in this position were: <<**NUMBER OF PAY PERIODS**>>.

### III. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of Workweeks, your estimated pre-tax Settlement Payment is <<INSERT>>.

### IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the above numbers of PAGA Pay Periods, your estimated pre-tax Individual PAGA Payment is <<INSERT>>.

### V. CHALLENGE TO WORK WEEKS AND/OR PAY PERIODS

If you wish to dispute the Workweeks or PAGA Pay Period data listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by <<NOTICE PERIOD DEADLINE>>.

*Check a box below ONLY if you wish to dispute the dates listed above:*

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is \_\_\_\_\_.

☐ I wish to dispute the number of PAGA Pay Periods listed above. I believe the correct amount of my PAGA Pay Periods is \_\_\_\_\_.

I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Settling Defendants' records and make a determination as to the validity of my dispute based upon Settling Defendants' records as well as the records and information that I submit to the Settlement Administrator. The Court shall have the right to review any decision made by the Settlement Administrator regarding any dispute. The Parties are required to file with the Court all disputes submitted by Class Members, all evidence submitted, and the resolution of the dispute(s).

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

**MAIL TO:**

AGUILAR V DIGITAL RISK MORTGAGE SERVICES, LLC

**Settlement Administrator**

c/o

**Simpluris, Inc.**

**[ADDRESS]**

**IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, TO  
CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK AND RETURN  
THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE  
«NOTICE PERIOD DEADLINE».**