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and on behalf of all others similarly situated.

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

BETTER MORTGAGE WAGE AND HOUR
CASES

Included actions:

Luangphonh v. Better Mortgage Corporation
Orange County Superior Court
Case No: 30-2021-01190771-CU-OE-CXC

Mejia v. Better Mortgage Corporation
Alameda County Superior Court
Case No. 22CV009600

JCCP NO. 5287

*Assigned to Hon. William Claster,
Coordination Trial Judge*

**DECLARATION OF KRISTY R.
CONNOLLY IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

1 I, Kristy R. Connolly, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an
3 associate at Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Aaron
4 Luangphonh (“Plaintiff”). The following facts are within my personal knowledge and if called as
5 a witness, I could and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiff’s Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On March 22, 2021, my office counsel sent a letter to the California Labor &
9 Workforce Development Agency (“LWDA”) via online submission and to Defendant via certified
10 mail regarding Defendant’s alleged violations on behalf of Plaintiff Luangphonh. The LWDA did
11 not respond to this notice within 65 days, indicating it did not intend to investigate, thus allowing
12 Plaintiff to file the instant lawsuit pursuant to Labor Code Section 2699.3(a)(2)(A).

13 4. On March 22, 2021, Plaintiff filed a class action lawsuit, alleging that, Defendant
14 failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide lawful meal periods or
15 compensation in lieu thereof, (4) authorize or permit lawful rest breaks or provide compensation in
16 lieu thereof, (5) provide accurate itemized wage statements, (6) pay all wages due upon separation
17 of employment and, (7) abide by the requirements of California Business and Professions Code
18 Section 17200 *et seq.* On June 17, 2021, Plaintiff amended the Complaint to add a cause of action
19 under PAGA.

20 5. Defendant then presented Plaintiff with an arbitration agreement purportedly
21 signed by him. After reviewing the arbitration agreement, Plaintiff dismissed his individual and
22 class claims and this action proceeded on a PAGA-only basis.

23 6. Plaintiff then proceeded with formal discovery and served two sets of written
24 discovery requests seeking, *inter alia*, documents and information related to the aggrieved
25 employees and Defendant’s wage and hour practices. The Parties conducted a *Belaire-West* opt-
26 out notice procedure for the production of aggrieved employees’ contact information. Defendant
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1 also produced all of the aggrieved employees' time and pay records, as well as several policy
2 documents including Employee Handbooks and on-boarding/training documents.

3 7. The Parties then agreed to attend private mediation. Plaintiff's Counsel engaged an
4 expert to quantify the potential exposure using the time and payroll records, and then assessed
5 the risks associated with each of the claims meriting reductions in the likely recovery at trial.
6 Plaintiff used the services of Sean Berger from Berger Consulting Group. A true and correct
7 copy of his curriculum vitae is attached hereto as Exhibit 6.

8 8. To prepare for mediation, Plaintiff's Counsel also interviewed dozens of
9 employees about their experience working for Defendant in support of Plaintiff's wage and hour
10 claims.

11 9. The Parties attended mediation with Steve Pearl on January 27, 2023, but were
12 unable to come to an agreement. Plaintiff then proceeded again with formal discovery. Plaintiff
13 served Defendant with a Notice of Deposition and the Parties met and conferred on the topics and
14 available dates. The Parties also met and conferred as to Plaintiff's second set of discovery. The
15 Parties were generally unable to come to an agreement as to documents and information regarding
16 the eligibility, calculation, and payment of bonuses and communications between Defendant and its
17 employees. As such, Plaintiff filed Motions to Compel Further Responses. However, Defendant
18 brought a Petition for Coordination and Motion for Stay to coordinate the *Luangphonh* Action and
19 *Mejia* Action. On August 3, 2023, the Court stayed the cases pending the ruling on the
20 coordination petition and vacated Plaintiff's Motions to Compel Further Responses.

21 10. Once the actions were coordinated, the Parties agreed to attend a second day of
22 mediation. On June 4, 2024, the Parties mediated again with Steve Pearl and the Parties eventually
23 accepted a mediator's proposal to settle the actions. On August 8, 2024, the Parties executed a
24 Memorandum of Understanding with the material terms agreed to in place. The Parties spent the
25 next few months negotiating the terms of the Settlement, which was finalized in September of
26 2024. The negotiations were adversarial, conducted at arm's length and tempered by the efforts
27 of both sides to serve the interests of their clients.

1 11. Plaintiffs provided notice of the Settlement and this Motion to the LWDA on
2 February 11, 2025.

3 12. Plaintiffs have signed a fee-split agreement with their counsel for purposes of
4 sharing any fees awarded by this Court. The fee-split is as follows: 85% to Aegis Law Firm, PC
5 and 15% collectively to Diversity Law Group, P.C.; Polaris Law Group; Hyun Legal, APC; and
6 Law Offices of Choi & Associates.

7 13. The Parties have agreed that an English-only notice is sufficient as all of
8 Defendant's written policies, procedures, and onboarding documents were provided to employees
9 in English only, including its Employee Handbook, Employment Agreements, and training
10 materials regarding how to use Defendant's timekeeping and payroll system software. Similarly,
11 Plaintiff's Counsel only interviewed Defendant's employees in English. Nobody indicated that they
12 could not understand English during the interviews.

13 14. The Settlement Agreement was reached based on Defendant's representation that
14 there are 54,500 pay periods worked during the PAGA Period. Initially, the Parties agreed that if
15 the number of pay periods worked by Aggrieved Employees in the PAGA Period exceeds 54,500
16 by more than 10%, then the Gross Settlement Amount will increase pro rata per additional PAGA
17 Pay Period.

18 15. On December 31, 2024, Defendant provided the Aggrieved Employee Data to the
19 Settlement Administrator. The Settlement Administrator confirmed that there are 50,342 Pay
20 Periods. Accordingly, the escalator clause agreed to in the Parties' executed Memorandum of
21 Understanding will not be triggered.

22 16. Here, the \$1,350,000.00 Gross Settlement Amount is reasonable for a group of
23 approximately 2,150 employees. A penalty of \$1,350,000.00 is large enough to punish Defendant
24 for alleged past violations and deter future violations. The settlement amount is equivalent to a
25 penalty of about \$628 per employee. At the same time, the penalty amount is not so large as to be
26 unjust, oppressive or confiscatory, considering the company's potential exposure explained below.
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1 17. The Gross Settlement Amount is also reasonable in light of the facts of the
2 foregoing action, the real risk that no PAGA penalties would be paid, and inherent risks and
3 uncertainties associated with PAGA claims.

4 18. Plaintiff calculated the potential exposure at the initial violation rate of \$100.00 per
5 pay period as follows: 54,500 x \$100.00 per pay period is \$5,450,000 for an estimated 54,500 pay
6 periods. If the Court stacked different types of penalties in each pay period, Plaintiff calculated the
7 exposure as follows:

- 8 a. 50,342 pay periods x \$100 per pay period x 18% alleged meal violation rate =
9 \$906,156 for meal period violations;
- 10 b. 50,342 pay periods x \$100 per pay period x 100% alleged violation rate =
11 \$5,034,200 for rest break violations;
- 12 c. 50,342 pay periods x \$100 per pay period x 50% violation rate (for alleged
13 failure to pay overtime at regular rate of pay) = \$2,517,100 for unpaid overtime
14 wages;
- 15 d. 50,342 pay periods x \$100 per pay period x 5% violation rate (for alleged
16 failure to pay sick pay at regular rate of pay) = \$251,710 for unpaid sick pay
17 wages;
- 18 e. 50,342 pay periods x \$100 per pay period x 100% alleged violation rate =
19 \$5,034,200 for derivative wage statement penalties; and
- 20 f. 1,724 former employees x \$100 alleged penalty = \$172,400 for derivative
21 waiting time penalties.

22 19. Defendant raised a number of arguments during settlement negotiations and
23 provided evidence that could have defeated Plaintiff's claims. For example, Plaintiffs argued
24 Defendant failed to provide employees with all lawful meal and rest periods. Plaintiffs argued that
25 Defendant maintained a demanding work environment and bonus program that incentivized and/or
26 encouraged employees to skip breaks. In support of his rest break claim, Plaintiff used statements
27 at mediation obtained from the non-exempt employees to show that rest breaks were not regularly
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1 authorized or provided. However, Plaintiffs' Counsel considered that a 100% violation rate was
2 unrealistic since there are no records to prove missed rest breaks (such as recorded rest breaks or
3 noncompliant written policies). Plaintiffs' expert found 18% of pay periods contained a recorded
4 meal period violation rate (*i.e.*, taken after the end of the 5th hour worked, less than 30-minutes, or
5 missed). However, Defendant argued that it paid meal period premiums when employees' time
6 records showed violations and that it maintained written policies authorizing compliant breaks.
7 Further, Defendant argued that it maintained policies providing compliant meal periods, was not
8 responsible for policing meal periods, and that any missed breaks were the employees' personal
9 choice to waive the break, citing to *Brinker Restaurant Corp. v. Superior Court* 53 Cal. 4th 1004,
10 1029 (2012), in which the Supreme Court explained that employers do not need to "police"
11 breaks, *i.e.*, ensure that a meal is being taken if it was provided. *See also Murphy v. Kenneth Cole*
12 *Productions, Inc.*, 40 Cal. 4th 1094, 1104 (2007) (finding a violation occurs only if the employee
13 is "forced to forgo his or her meal period"). Defendant also presented evidence of signed meal
14 waivers. Accordingly, the meal and rest claims would be highly dependent on employee
15 testimony, which could render these claims unmanageable at trial.

16 20. With respect to the regular rate claims, Plaintiffs argued that Defendant paid
17 aggrieved employees incentive bonuses designed to induce employees to work harder, such as
18 bonuses based on the number of accounts closed, median email response time, and loan payouts.
19 Plaintiffs believed this was their strongest claim as the merits of the claim could be proved using
20 Defendant's policy documents regarding eligibility, calculation, and payment of these bonuses and
21 penalties could be easily calculated based on Defendant's payroll records. While this claim could
22 trigger derivative penalties, the recent *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th
23 1056 (2024) ruling could impact the amount of penalties awarded if Defendant could prove it
24 acted in good faith. For example, in *Naranjo*, the court found that the employer had an objectively
25 reasonable belief that it complied with California law and thus could not be held liable for civil
26 penalties where it failed to pay meal break premiums. Therefore, the Court could similarly find
27 here that Defendant had a good faith belief that it was in compliance with the California Labor
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1 Code at the time the alleged violations occurred and foreclose the ability to collect penalties for
2 failing to timely pay all wages owed and failing to provide accurate wage statements.

3 21. Another crucial factor in evaluating the value of a PAGA-only case is that all
4 PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2),
5 the Court can reduce the PAGA penalties “if, based on the facts and circumstances of the
6 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
7 confiscatory.” In other words, were this matter to go to trial, any award granted would be at the
8 discretion of the Court.

9 22. In settling this case, Plaintiffs recognized that the Court could significantly reduce
10 the PAGA penalties, especially in light of Defendant’s financial condition. After the Covid-19
11 pandemic, Defendant significantly reduced its workforce after mass layoffs. Therefore, Plaintiffs
12 considered that the Court could find a large award of penalties would be oppressive in light of
13 their financial condition and reduce the number of penalties sought at trial.

14 23. Aegis prosecutes wage and hour cases, including class actions on behalf of
15 employees and others who have had their rights violated. Aegis, either on its own, or with co-
16 counsel is currently serving as plaintiffs’ counsel of record in dozens of wage and hour and
17 employment class action cases pending in both state and federal court.

18 24. The attorneys working on this case have been appointed class counsel in many
19 cases, through both contested motions and settlement approval motions.

20 25. Aegis has litigated and successfully resolved many wage and hour class action
21 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.,*
22 *Calma v. Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-
23 CTL (class certification granted on April 12, 2024 for non-exempt restaurant employees’ on
24 issues of expense reimbursement, unpaid wages for off-the-clock work, meal violations,
25 inaccurate wage statements and waiting time penalties); *Bonello v. Laboratory Express, Inc.*,
26 San Bernardino Superior Court, Case No. CIVDS1714584 (class certification granted on May
27 14, 2021 for all current and former couriers misclassified as independent contractors on issues
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1 of inaccurate wage statements, failure to reimburse business expenses, and unfair competition);
2 *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class
3 certification granted on December 17, 2020 for all current and former non-exempt workers' on
4 issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San
5 Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September
6 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and
7 second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District
8 Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted
9 for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County
10 Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims
11 for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County
12 Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for
13 non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento
14 County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage,
15 meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen*
16 *v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC
17 (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles
18 County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break
19 claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County
20 Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break
21 claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court,
22 Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for
23 bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County
24 Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for
25 delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-
26 00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of
27 pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-*
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1 *Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check
2 claims for unpaid wages and failure to provide meal periods and rest breaks to retail
3 employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case
4 No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to
5 rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
6 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
7 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest
8 periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC
9 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper
10 delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County
11 Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar
12 positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359
13 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing*
14 *LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages,
15 provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v.*
16 *ABC* (failure to provide meal periods and reimburse expenses of therapists).

17 26. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where
18 he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the
19 University of California at Berkeley in 1997.

20 27. After graduation from law school in 2001, the same year in which Mr. Wong took
21 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
22 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working
23 in the employment department at Paul Hastings, he was involved in numerous wage and hour
24 class action lawsuits and other employment related matters.

25 28. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and
26 focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr.
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1 Wong represented and obtained successful outcomes for his clients, including awards through
2 arbitration and trial.

3 29. Mr. Wong is a member of the Orange County Bar Association, Orange County
4 Trial Lawyers Association, and California Employment Lawyers Association.

5 30. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
6 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012,
7 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015,
8 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment
9 law by OC Metro in 2014, 2015, and 2018. Mr. Wong bills at a rate of \$950 per hour.

10 31. Kashif Haque received his J.D. in 2001 from Washington University School of
11 Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author
12 of an article published in the Law Review, Executive Board Member of Moot Court, and a
13 member of the Dean's List. He received a Bachelor's of Science in Business Administration
14 from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi
15 honors fraternity.

16 32. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
17 employment litigation with a specific focus on wage and hour claims. Since then, he has
18 represented over 500,000 employees with their employment claims, many of which included
19 wage and hour claims. He has been appointed class counsel in approximately 100 cases and is
20 currently litigating over 150 employment wage and hour class action cases.

21 33. Mr. Haque authored a book on employment litigation strategies with West
22 Publishing and has been invited to speak on class action and wage and hour issues on numerous
23 occasions. He has spoken at seminars by the State Bar of California, California Employment
24 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE
25 providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange
26 County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by
27 Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the
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1 present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in
2 Orange County for every year the list was published, from 2012 to 2018. Mr. Haque bills at a
3 rate of \$950 per hour.

4 34. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted
5 to the California Bar in December of 2011, and received her J.D. from Santa Clara University
6 School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has
7 dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes
8 successful work on class action appeals, class certification motions, and class settlements. She
9 was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of
10 the top 2.5% of lawyers under 40 in Southern California in 2018-2021. Ms. Campbell bills at a
11 rate of \$800 per hour.

12 35. Ali S. Carlsen is an Associate Attorney at Aegis Law Firm. Ms. Carlsen was
13 admitted to the California Bar in June of 2013. She received her J.D. from Golden Gate University
14 School of Law and her B.S. from California State University, East Bay. Prior to joining Aegis
15 Law Firm, Ms. Carlsen worked at Magarian & DiMercurio, APLC, where she primarily handled
16 employment litigation matters representing both employers and employees, including matters
17 involving wage and hour issues, harassment and discrimination, and wrongful termination. She
18 was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the
19 top 2.5% of lawyers under 40 in Southern California from 2017-2022. Ms. Carlsen currently bills
20 at a rate of \$750.00 an hour.

21 36. I am a Senior Attorney at Aegis Law Firm. I was admitted to the California Bar
22 in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of
23 Law where I graduated cum laude. While in law school, I was a recipient of numerous honors,
24 including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the
25 Orange County Superior Court. I received my B.A. from the University of California, Davis. I
26 have been with Aegis Law Firm since 2020, where I have primarily represented plaintiffs in
27 wage and hour class and representative actions. My experience includes successful work on
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1 class certification motions, summary judgment motions, and class settlements. I currently bill at
2 a rate of \$625.00 an hour.

3 37. Jordan Wysocki is a former associate at Aegis Law Firm. He was admitted to the
4 California Bar in January of 2021. Mr. Wysocki received his J.D. from Chapman University
5 Dale E. Fowler School of Law School and his B.S. from Maryville University, St. Louis where
6 he graduated magna cum laude. Mr. Wysocki billed at a rate of \$350 per hour.

7 38. In litigating this case, my office spent \$15,602.96 in litigation costs, such as filing
8 fees, expert fees, and mediation fees. The cost report, attached hereto as Exhibit 4, includes a \$400
9 filing fee with JAMS, Inc. on February 28, 2024. This is the filing fee for initiating arbitration for
10 Plaintiff's individual claims against Defendant. Aegis Law Firm is **not seeking reimbursement**
11 **of this filing fee** from the PAGA Settlement Agreement. Due to the restrictions on our case
12 software system, we could not remove this fee from the final cost report.

13 39. My firm spent over 353.4 hours working on this case, for a lodestar of at least
14 \$219,910 in fees. The chart below shows the calculation of hours spent by each of Aegis'
15 attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Samuel Wong	80.6	\$950.00	\$76,570.00
Jessica Campbell	28.1	\$800.00	\$22,480.00
Ali Carlsen	3.2	\$750.00	\$2,400.00
Kristy R. Connolly	123.4	\$625.00	\$77,125.00
Jordan Wysocki	118.1	\$350.00	\$41,335.00
Total	353.4		\$219,910.00

21 40. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed
22 settlement agreement between the Parties, entitled the PAGA Settlement Agreement. **Exhibit A**
23 attached thereto is the notice to be mailed to the aggrieved employees.

24 41. Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA notice
25 Plaintiff sent to the LWDA and Defendant on March 22, 2021.

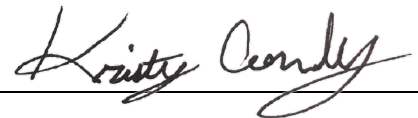
1 42. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email
2 my office received after submitting the proposed settlement and this Motion for Approval to the
3 LWDA.

4 43. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal
5 for actual costs incurred on this case.

6 44. Attached hereto as **Exhibit 5** is a true and correct copy of my firm's Lodestar
7 report for time expended on this case.

8 45. Attached hereto as **Exhibit 6** is a true and correct copy of the curriculum vitae of
9 Sean Berger of the Berger Consulting Group.

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11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on February 13, 2025, in Irvine, California.

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15 Kristy R. Connolly
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Aaron Luangphonh (“Plaintiff Luangphonh”) and Misael Mejia (“Plaintiff Mejia”) (collectively, “Plaintiffs”) and defendant Better Mortgage Corporation (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the coordinated Luangphonh Action and Mejia Action, which is pending in the Superior Court of the State of California, County of Orange under Case No. JCCP 5287.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral, third-party entity the Parties have agreed to 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt employee during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the Court’s Order Granting Approval of the Settlement.
- 1.8. “Court” means the Superior Court of California, County of Orange.
- 1.9. “Defendant” means Better Mortgage Corporation, the named defendant in the Action.
- 1.10. “Defense Counsel” means O’Melveny & Myers LLP.
- 1.11. “Effective Date” means the date by when the Court enters a Judgment on its Approval Order.
- 1.12. “Gross Settlement Amount” means \$1,350,000, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Individual Settlement Payments, and the Administration Expenses Payment.
- 1.13. “Individual PAGA Payments” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee

worked during the PAGA Period.

- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “Luangphonh Action” means Plaintiff Luangphonh’s PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Aaron Luangphonh v. Better Mortgage Corporation* and initiated on March 22, 2021 in the Superior Court of the State of California, County of Orange.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency.
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “Mejia Action” means Plaintiff Mejia’s PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Misael Mejia v. Better Mortgage Corporation* and initiated on April 7, 2022 in the Superior Court of the State of California, County of Alameda.
- 1.19. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Individual Settlement Payments, and the Administration Expenses Payment.
- 1.20. “Operative Complaints” means the Second Amended Complaint filed in the Luangphonh Action and the First Amended Complaint filed in the Mejia Action.
- 1.21. “PAGA Counsel” means the attorneys representing Plaintiffs in the Action, including Aegis Law Firm, PC; Diversity Law Group, P.C.; Polaris Law Group; Hyun Legal, APC; and Law Offices of Choi & Associates.
- 1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from March 22, 2020 through June 4, 2024.
- 1.25. “PAGA” means the California Private Attorneys General Act (Cal. Lab. Code §§ 2698. *et seq.*).
- 1.26. “PAGA Notices” means Plaintiff Luangphonh’s March 22, 2021 letter and amended May 18, 2021 letter to Defendant and the LWDA as well as Plaintiff Mejia’s April 5, 2022 and February 27, 2023 letters to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.27. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net

Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.28. "Plaintiffs" means Plaintiff Luangphonh and Plaintiff Mejia, the named plaintiffs in the Action.
- 1.29. "Plaintiffs' Individual Settlement Payments" means up to \$10,000 to each of the Plaintiffs (in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee). Any portion of the Individual Settlement Payments to Plaintiffs not approved by the Court will revert to the Net Settlement Amount.
- 1.30. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.31. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.32. "Settlement" means the disposition of the Action pursuant to this Agreement and the Judgment.

2. RECITALS.

- 2.1. On March 22, 2021, Plaintiff Luangphonh commenced the Luangphonh Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment; and Violation of Business and Professions Code §§ 17200, *et seq.* On June 17, 2021, Plaintiff Luangphonh filed a First Amended Complaint to add a cause of action against Defendant for Enforcement of Labor Code §2698, *et seq.* Plaintiff Luangphonh subsequently dismissed his individual and class claims without prejudice and proceeded with only the PAGA claim. On August 12, 2021, Plaintiff Luangphonh filed a Second Amended Complaint to allege additional claims and state a single claim for PAGA. The Second Amended Complaint is the operative complaint in the Luangphonh Action. Defendant denies the allegations in the Second Amended Complaint, denies any failure to comply with the laws identified in the Second Amended Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. On April 7, 2022, Plaintiff Mejia commenced the Mejia Action by filing a Complaint alleging causes of action against Defendant for failure to pay sick pay, failure to pay meal and rest break premiums at the regular rate of pay, failure to provide accurate itemized wage statements, and unfair or unlawful business practices in violation of California Business and Professions Code §§ 17200, *et seq.* On November 1, 2022, Plaintiff Mejia filed a First Amended Complaint to allege a single cause of action against Defendant for enforcement of California Labor Code §2698, *et seq.* and dismiss his individual and class claims. The First Amended Complaint is the operative complaint in the Mejia Action. Defendant denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in the First Amended Complaint, and denies any and all liability for the causes of action alleged.
- 2.3. On October 13, 2023, the Luangphonh Action and the Mejia Action were coordinated as JCCP 5287.

- 2.4. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.5. On January 27, 2023 and June 4, 2024, the Parties participated in all-day mediations presided over by Steve Pearl, which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiffs obtained, through formal discovery, Plaintiffs' personnel files, policy documents, Aggrieved Employees' contact information, and a sample of Aggrieved Employees' time and pay records.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$1,350,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount 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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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 Approval Order:
 - 3.2.1. To Plaintiffs: Plaintiffs' Individual Settlement Payments to Plaintiffs of up to \$10,000 each (in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee). Any portion of the Individual Settlement Payments to Plaintiffs not approved by the Court will revert to the Net Settlement Amount.
 - 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$450,000, and PAGA Counsel Litigation Expenses Payment of not more than \$45,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$12,500 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 \$12,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: The PAGA Penalties will be paid from the Gross Settlement Amount, after deducting the above amounts for PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and Plaintiffs' Individual Settlement Payments, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2. 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. Aggrieved Employee Data. Within 14 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Court enters the Approval Order.

4.3. Payments from the Gross Settlement Amount. Within 21 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Individual Settlement Payments, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. A notice letter explaining why the check is being sent (“Employee Notice”), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “Exhibit A,” will be included in the mailing of each Individual PAGA Payment. 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. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost, misplaced, or requested by the Aggrieved Employee prior to the void date.
- 4.3.3. For any Aggrieved Employee whose 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 Aggrieved Employee.
- 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1 Plaintiffs’ Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaints and the PAGA Notices (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. The Parties agree that Plaintiff Luangphonh’s Release shall not in any way impact, affect, modify, and/or release any of the claims and/or causes of action asserted in Plaintiff Luangphonh’s separate action against Defendant, which is pending before JAMS with the reference number 5200001383.
- 5.2 Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire

Gross Settlement Amount, 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 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notices, arising during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining approval of this Settlement under California Labor Code Section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement and (ii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA Penalties.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 possible professional relationship arising out of prior experiences administering settlements.
- 7.2 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.
- 7.3 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.

8. CONTINUING JURISDICTION OF THE COURT.

- 8.1. 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.

9. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action 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).
- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.
- 10.4 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 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.
- 10.5 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant 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.

- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 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.
- 10.13 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.
- 10.14 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:

Kashif Haque
Samuel Wong
Jessica L. Campbell
Kristy Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
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jcampbell@aegislawfirm.com
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Larry W. Lee
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515 South Figueroa Street, Suite 1250

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(213) 488-6554 facsimile
lwlee@diversitylaw.com

William L. Marder,
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501 San Benito Street, Suite 200
Hollister, California 95023
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Edward W. Choi
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(213) 465-4885 facsimile
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Dennis S. Hyun
HYUN LEGAL, APC
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(213) 488-6555
(213) 488-6554 facsimile
dhyun@hyunlegal.com

To Defendant:

Susannah K. Howard
Adam Karr
Paul A. Holton
O'MELVENY & MYERS, LLP
2 Embarcadero Center
San Francisco, CA 94111-3823
Phone: 415-984-8976
Facsimile: 415-984-8701
showard@omm.com
akarr@omm.com
pholton@omm.com

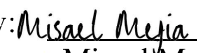
10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.

10.16 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 upon the signing of this Agreement and pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 02/03/2025

By: 
Aaron Luangphonh (Feb 3, 2025 13:47 PST)
 Aaron Luangphonh

Dated: 1/31/2025

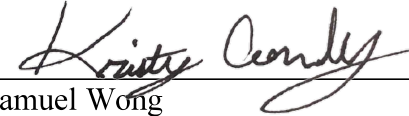
DocuSigned by:
 By: 
E81E7D5506434
 Misael Mejia

Dated: _____

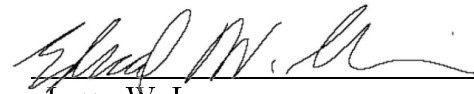
By: 
 Better Mortgage Corporation
 By: Paula Tuffin
 Title: General Counsel, Chief
 Compliance Officer, and Corporate
 Secretary

As to Form Only:

Dated: 2/3/2025

By: 
 Samuel Wong
 Kristy R. Connolly
 AEGIS LAW FIRM, PC
 Attorneys for Plaintiff Aaron
 Luangphonh

Dated: 2/3/25

By: 
 Larry W. Lee
 Edward Choi
 Dennis Hyun
 Attorneys for Plaintiff Misael Mejia

Dated: 2/7/25

By: 

Susannah K. Howard
Adam Karr
Paul Holton
O'MELVENY & MYERS, LLP
Attorneys for Defendant Better
Mortgage Corporation

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Aaron Luangphonh v. Better Mortgage Corporation* and
Misael Mejia v. Better Mortgage Corporation
Orange County Superior Court, Case No. JCCP 5287.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual PAGA Payment”). This check is your payment from the settlement of two lawsuits entitled *Aaron Luangphonh v. Better Mortgage Corporation* and *Misael Mejia v. Better Mortgage Corporation*, which are pending in the Superior Court of California for the County of Orange (“Court”), Case No. JCCP 5287.

The lawsuits were filed by Aaron Luangphonh and Misael Mejia (“Plaintiffs”), former employees of Better Mortgage Corporation (“Defendant”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Defendant violated the California Labor Code by failing to properly pay all minimum and overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, pay all sick pay, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment.

Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant. As a person who was employed by Defendant in California and classified as a non-exempt employee at any time from March 22, 2020 through June 4, 2024, you are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as a Settlement Member. You will not be retaliated against by Defendant for cashing this check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to Settlement Members. Your Individual PAGA Payment is based on the total number of pay periods that you worked during the period between March 22, 2020 through June 4, 2024 (the “PAGA Period”). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release the Released Parties from the Released Claim. The “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. The “Released Claims” means and refers to all claims for PAGA penalties that were alleged,

or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notices, arising during the PAGA Period.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2



AEGIS LAW FIRM, PC
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Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

March 22, 2021

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Better Mortgage Corporation:
Business Filings Incorporated Which Will Do Business in California as Delaware Business
Filings Incorporated
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Aaron Luangphonh v. Better Mortgage Corporation

Dear Labor and Workforce Development Agency and Better Mortgage Corporation:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Better Mortgage Corporation ("BMC") and the facts and theories in support of said allegations. This firm represents Aaron Luangphonh ("Claimant"); we hereby notify you that Claimant intends to seek penalties against BMC under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on behalf of himself and all other aggrieved employees.

Specific Provisions of the California Labor Code Allegedly Violated by BMC

The specific provisions of the Labor Code allegedly violated by BMC and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting the Allegations Against BMC

Claimant and other aggrieved employees worked for BMC as hourly non-exempt employees or salaried non-exempt employees in California. Claimant was employed by BMC as a non-exempt employee in California within the past year.

During the past year, BMC failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods

because BMC required its employees to clock out and keep working during meal periods, interrupted employee meal periods, otherwise required employees to work during their meal periods, failed to provide coverage for employees to take meal periods, or failed to schedule meal periods at the appropriate intervals, and as a result, the meal periods were missed, late, short, and/or interrupted. Claimant and aggrieved employees worked over 10 hours in some instances and were entitled to a second meal period, but were not provided a second meal period for the same reasons stated herein.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, BMC violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Additionally, BMC failed to authorize or permit 10 minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were not authorized to take their rest periods, were only allowed to take one rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods. Claimant and other aggrieved employees worked over 10 hours in some instances and were entitled to a third rest period, but were not provided a third rest period for the same reasons stated herein.

When Claimant and other aggrieved employees did not receive rest periods, BMC violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Further, BMC failed to pay Claimant and other aggrieved employees at least the legal minimum wage or the applicable overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198) due to BMC's policy and practice of requiring Claimant and aggrieved employees to continue working after clocking out for meal periods, or otherwise requiring employees to work off-the-clock. Further, BMC failed to correctly include non-discretionary incentive pay in Claimant's and other aggrieved employees' overtime rate. To the extent such work entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, BMC failed to pay Claimant and other aggrieved the required wages for these hours at the correct rates.

As a result of, and in addition to, these actions, BMC violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the paystubs failed to list the regular hours worked; listed the wrong total hours by

including only the overtime hours, including non-working hours in the total, or otherwise not including the correct number of total hours worked; and the paystubs did not contain accurate hours, rates, and wages due to the violations described above.

Similarly, BMC violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, BMC violated the Labor Code by failing to properly pay all wages owed throughout aggrieved employees' employment and following the end of these workers' employment with BMC due to the above violations (in violation of Labor Code sections 201-203, 204, 210).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant intends to file in the Superior Court, on behalf of himself and all other aggrieved employees. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, et seq., after the minimum required review period elapses.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure(s)
Class Action Complaint

EXHIBIT 3

EXHIBIT 4

Matter Billing Detail

Report Date: 2/13/2025
 Report Time: 10:57AM
 Page: 1 of 3
 User ID: Carlsen

Aegis Law Firm, PC

Date Range: 01/01/1900 to 02/13/2025
 Client: 547492 - Aaron Luangphonh
 Matter: 641 - Luangphonh v. Better Mortgage Corporation (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/22/2021	FF	Filing Fee - LWDA claim	\$75.00		Unbilled				
03/22/2021	FF	Filing Fee - S&C	\$1,435.00		Unbilled				
03/22/2021	AFF	Administrative Filing Fee - S&C	\$66.40		Unbilled				
05/14/2021	AFF	Administrative Filing Fee - NOA	\$9.00		Unbilled				
06/17/2021	AFF	Administrative Filing Fee - FAC	\$9.00		Unbilled				
07/08/2021	AFF	Administrative Filing Fee - Request for Dismissal	\$6.75		Unbilled				
07/08/2021	AFF	Administrative Filing Fee - Request for Dismissal	\$20.80		Unbilled				
07/16/2021	AFF	Administrative Filing Fee - Prop Order - Stip for Leave	\$9.00		Unbilled				
07/16/2021	AFF	Administrative Filing Fee - Prop Order for Leave to File	\$20.80		Unbilled				
08/12/2021	AFF	Administrative Filing Fee - SAC	\$9.00		Unbilled				
10/13/2021	CTC	Court Call - SC	\$94.00		Unbilled				
10/15/2021	FF	Opp to MTS	\$9.00		Unbilled				
10/18/2021	CTC	Court Call - CMC	\$94.00		Unbilled				
10/19/2021	FF	CMS	\$9.00		Unbilled				
01/10/2022	FF	Jnt S Conf Stmnt	\$9.00		Unbilled				
01/12/2022	CTC	Court Call (Motion)	\$94.00		Unbilled				
01/31/2022	CTC	Court Call (CMC)	\$94.00		Unbilled				
06/06/2022	FF	Filing Fee - JCMCS	\$9.00		Unbilled				
06/16/2022	RES	Pull Notice of Ruling from online docket	\$7.50		Unbilled				
08/31/2022	RES	Database Research Fee - pull documents re related cases	\$15.06		Unbilled				
09/27/2022	FF	Filing Fee - JCMCS	\$9.00		Unbilled				
01/19/2023	MED	Vendor: Steven Pearl; Date: 1/19/2023 - Mediation Services-	\$3,750.00		Unbilled			996218	Steven Pearl
02/21/2023	FF	Filing Fee	\$9.50		Unbilled				

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/06/2023	EXP	Vendor: Berger Consulting Group, LLC; Date: 3/6/2023 - Expert Witness Fee-	\$3,280.00		Unbilled			996285	Berger Consulting Group, LLC
05/24/2023	FF	Filing Fee	\$9.50		Unbilled				
07/07/2023	FF	Filing Fee	\$71.90		Unbilled				
07/07/2023	FF	Filing Fee	\$71.90		Unbilled				
02/28/2024	FF	Vendor: JAMS, Inc.; Date: 2/28/2024 - Filing Fee-	\$400.00		Unbilled			996727	JAMS, Inc.
03/20/2024	FF	Filing Fee	\$14.20		Unbilled				
04/04/2024	MED	Vendor: Steven Pearl; Date: 4/4/2024 - Mediation Services-	\$4,375.00		Unbilled			996771	Steven Pearl
08/07/2024	FF	Filing Fee	\$14.20		Unbilled				
11/07/2024	FF	Filing Fee	\$14.20		Unbilled				
02/13/2025	CC	Cumulative Copies, Faxes, Scans, Postage	\$1,828.25		Unbilled				
02/13/2025	FF	Filing Fee (MFA)	\$60.00		Unbilled				
Total:			\$16,002.96	\$0.00					
Balance:			\$16,002.96						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$16,002.96						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 5

Date Completed	Task Completed	Attorney	Hours	Rate	Total
3/15/2021	Reviewed intake, met with intake coordinator re follow-up questions	SW	0.9	950.00	\$855.00
3/16/2021	Conducted fact investigation re Better Mortgage, number of employees/locations, past lawsuits, related cases	SW	3.1	950.00	\$2,945.00
3/17/2021	Reviewed client documents, issue spot, prepare preliminary damages analysis and determine viability of class and PAGA claims	SW	5.6	950.00	\$5,320.00
3/19/2021	Met with Jessica re new case, claims	SW	1.3	950.00	\$1,235.00
3/19/2021	met w/SW re new case	JC	1.3	800.00	\$1,040.00
3/22/2021	drafted complaint and LWDA letter, reviewed client docs, research re company and potential venues	JC	2.8	800.00	\$2,240.00
3/22/2021	Reviewed and edited complaint and PAGA notice	SW	1.1	950.00	\$1,045.00
4/12/2021	TC w/Jeffrey Andrew re intro, arb agree	JC	0.2	800.00	\$160.00
4/12/2021	left return vm for Jeffrey Andrew	JC	0.1	800.00	\$80.00
4/20/2021	corr re service and setting up conference	JC	0.1	800.00	\$80.00
4/22/2021	reviewed arbitration agreement and drafted memo to file re same	JW	0.8	350.00	\$280.00
4/23/2021	MTG w/JW re arb agreement, TC w/OPC re same	JC	0.5	800.00	\$400.00
4/23/2021	call with OPC re arb agreement and possible amendments to complaint to dismiss non 200-series claims in light of arb agreement excluding those claims from scope of agreement.	JW	0.3	350.00	\$105.00
4/23/2021	MTG w/JC re arb agr. 229 issue. discussed Negri v. Koning & Assoc. researched same.	JW	0.6	350.00	\$210.00
4/29/2021	corr w/client.	JW	0.5	350.00	\$175.00
5/10/2021	corr w/JC re case meeting	JW	0.5	350.00	\$175.00
5/11/2021	corr w/client	JW	0.2	350.00	\$70.00
5/12/2021	reviewed client docs and corr w/SW re arb agreement	JW	0.2	350.00	\$70.00
5/12/2021	Reviewed arbitration agreement, discussed with Jordan	SW	1	950.00	\$950.00
5/14/2021	research re FAA	JW	1	350.00	\$350.00
5/14/2021	reviewed information re PAGA claims from SW and current LWDA letter and complaint	JW	0.3	350.00	\$105.00
5/14/2021	reviewed letter from OPC and arb agreement. corr w/JC re 229 argument against arb	JW	0.5	350.00	\$175.00
5/17/2021	received NAR from OPC. checked docket and file. no ISC order yet	JW	0.2	350.00	\$70.00
5/17/2021	draft amended LWDA letter for failure to reimburse business expenses. research re curing.	JW	1	350.00	\$350.00
5/18/2021	reviewed NAR and asked Dg to save and distribute	JW	0.1	350.00	\$35.00
5/18/2021	corr w/JC re draft amended LWDA letter. finalized asked DG to submit and send courtesy copy to OPC	JW	0.2	350.00	\$70.00
5/18/2021	research re Labor Code 2699.5	JW	0.3	350.00	\$105.00

5/18/2021	research re service address for Def and corr w/DG and Ad	JW	0.3	350.00	\$105.00
5/21/2021	checked docket. no initial CMC scheduled	JW	0.1	350.00	\$35.00
5/26/2021	checked file and docket, still not CMC set	JW	0.1	350.00	\$35.00
6/2/2021	checked docket for CMC, not yet set	JW	0.1	350.00	\$35.00
6/8/2021	checked docket. no CMC set	JW	0.1	350.00	\$35.00
6/11/2021	checked docket. no CMC set	JW	0.1	350.00	\$35.00
6/15/2021	reviewed Def's MTC arbitration, arbitration agreement, and client's docs. corr w/JC re next steps	JW	2.1	350.00	\$735.00
6/15/2021	research if potential risk of removal to fed court	JW	0.9	350.00	\$315.00
6/15/2021	reviewed MTC arbitration	JC	1.5	800.00	\$1,200.00
6/16/2021	research re 558 claims. drafted FAC. checked docket. still no CMC set	JW	1.8	350.00	\$630.00
6/16/2021	Reviewed and edited FAC	JC	0.5	800.00	\$400.00
6/16/2021	case review MTG w/JC.	JW	0.4	350.00	\$140.00
6/17/2021	reviewed/edited FAC and asked AD to file/serve. drafted stip to file SAC and vacate July 29 hearing re MTC Arb.	JW	2	350.00	\$700.00
6/17/2021	asked DG to submit FAC to LWDA.	JW	0.1	350.00	\$35.00
6/18/2021	corr w/OPC re stip to vacate MTC Arb hearing if Plf goes PAGA-only. research re time to respond to FAC.	JW	0.6	350.00	\$210.00
6/21/2021	corr w/ OPC re MTC arb, FAC, request for dismissal of indiv and class claims.	JW	0.1	350.00	\$35.00
6/22/2021	Reviewed MTC arb, arbitration agreement, meet w/ JW re possible defenses	AC	2.8	750.00	\$2,100.00
6/22/2021	prep for and attend meet and confer call w/OPC re stip to SAC for PAGA only with 2800 and 2802 claim, and vacate MTC Arb.	JW	1	350.00	\$350.00
6/22/2021	MTG w/AC re case strategy/arb agreement.	JW	0.3	350.00	\$105.00
6/22/2021	case review MTG w/JC.	JW	0.2	350.00	\$70.00
6/22/2021	met w/ JW re case review	JC	0.2	800.00	\$160.00
6/24/2021	TEL w/OPC re PAGA only and vacate MTC Arb.	JW	0.3	350.00	\$105.00
7/1/2021	research re stay with MTC arb under 1281.4. stay until MTC arb is heard.	JW	0.7	350.00	\$245.00
7/2/2021	f/u w/OPC re stip to go paga only to avoid arbitration.	JW	0.2	350.00	\$70.00
7/6/2021	case review MTG w/JC	JW	0.3	350.00	\$105.00
7/6/2021	met w/ JW re case review	JC	0.3	800.00	\$240.00
7/7/2021	reviewed MO continuing MTC arb	JC	0.1	800.00	\$80.00
7/8/2021	drafted RFD papers and asked AD to file and serve	JW	1.3	350.00	\$455.00
7/8/2021	f/u w/OPC re PAGA-only	JW	0.1	350.00	\$35.00
7/8/2021	email DG re RFD	JW	0.1	350.00	\$35.00
7/8/2021	reviewed docs. developed case strategy.	JW	0.4	350.00	\$140.00
7/8/2021	reviewed, finalized FAC, asked AD to file and serve	JW	0.2	350.00	\$70.00
7/9/2021	emailed OPC re TEL Mon 7/12 or Tue 7/13 to discuss MTC-Arb	JW	0.1	350.00	\$35.00

7/9/2021	MTG re/arb w/AC.	JW	0.2	350.00	\$70.00
7/9/2021	Met w/JW re arbitration agreement	AC	0.2	750.00	\$150.00
7/12/2021	drafted PAGA-only SAC w/allegations of additional labor code violations	JW	0.8	350.00	\$280.00
7/12/2021	case review MTG w/JC	JW	0.1	350.00	\$35.00
7/12/2021	reviewed and edited SAC, met w/ JW re same	JC	0.6	800.00	\$480.00
7/14/2021	drafted Jnt Stip Re SAC and removing MTC-Arb hearing from calendar. emailed OPC re same. reviewed SAC. ready to attach as exhibit to Stip and file	JW	0.6	350.00	\$210.00
7/15/2021	drafted Jnt Stip re SAC and MTC-Arb and Tolling Agreement re individual claims from the Complaint. emailed OPC re same and requested OPC withdraw MTC-Arb	JW	1.4	350.00	\$490.00
7/15/2021	case review MTG w/JC.	JW	0.2	350.00	\$70.00
7/15/2021	met w/ JW re case review	JC	0.2	800.00	\$160.00
7/15/2021	reviewed Jnt Stip, research re MTC_arb and Stay. prepped for meeting w/JC	JW	1.2	350.00	\$420.00
7/16/2021	reviewed withdrawal of MTC arb	JC	0.1	800.00	\$80.00
7/16/2021	TEL w/client.	JW	0.2	350.00	\$70.00
7/16/2021	corr w/OPC re jnt stip and tolling agreement.	JW	0.2	350.00	\$70.00
7/16/2021	finalized Jnt Stip and asked AD to file/serve. Corr w/ OPC re same.	JW	0.3	350.00	\$105.00
7/16/2021	emailed JC re case status	JW	0.1	350.00	\$35.00
7/20/2021	f/u w/OPC re tolling agreement.	JW	0.1	350.00	\$35.00
7/28/2021	checked docket. still no order granting jnt stip re SAC and tolling agreement	JW	0.1	350.00	\$35.00
8/2/2021	reviewed court order re SAC.	JW	0.1	350.00	\$35.00
8/2/2021	f/u w/OPC re tolling agreement.	JW	0.1	350.00	\$35.00
8/4/2021	corr w/OPC re tolling agreement.	JW	0.1	350.00	\$35.00
8/6/2021	corr w/DS re case status. DS still stayed.	JW	0.1	350.00	\$35.00
8/9/2021	reviewed Def's edits to tolling agreement, MTG w/JC re same. revised tolling agreement and emailed same to OPC for signature	JW	1	350.00	\$350.00
8/9/2021	reviewed tolling agreement, met w/ JW re same	JC	0.5	800.00	\$400.00
8/12/2021	reviewed client's docs	JW	0.3	350.00	\$105.00
8/12/2021	finalized SAC and asked AD to file/email serve	JW	0.2	350.00	\$70.00
8/12/2021	reviewed docs from co-counsel	JW	0.2	350.00	\$70.00
8/18/2021	reviewed edits to tolling agreement. f/u w/OPC re same	JW	0.2	350.00	\$70.00
8/31/2021	reviewed client's docs. asked AD to update calendar	JW	0.2	350.00	\$70.00
9/8/2021	prepped for TEL w/OPC	JW	0.2	350.00	\$70.00
9/8/2021	email corr w/client re position w/Def	JW	0.3	350.00	\$105.00
9/8/2021	emai from OPC re related action. reviewed SAC in related action	JW	1	350.00	\$350.00
9/8/2021	TEL w/client	JW	0.2	350.00	\$70.00

9/8/2021	email from OPC re Def's response to SAC	JW	0.2	350.00	\$70.00
9/8/2021	reviewed Court's order	JW	0.2	350.00	\$70.00
9/8/2021	f/u email to client re position with Def	JW	0.2	350.00	\$70.00
9/8/2021	TEL w/OPC re SAC	JW	0.2	350.00	\$70.00
9/9/2021	emailed OPC re SAC	JW	0.2	350.00	\$70.00
9/10/2021	email corr w/OPC re SAC. calendared 1pm TEL w/OPC	JW	0.3	350.00	\$105.00
9/10/2021	MTG w/AC re Def's response to SAC	JW	0.2	350.00	\$70.00
9/10/2021	Met w/ JW re case strategy	AC	0.2	750.00	\$150.00
9/10/2021	prepped for and attended m/c w/OPC re Response to SAC	JW	0.5	350.00	\$175.00
9/13/2021	email corr w/OPC re stip and order re response to SAC	JW	0.1	350.00	\$35.00
9/13/2021	reviewed stip and order filed/served by Def	JW	0.3	350.00	\$105.00
9/13/2021	reviewed and revised OPC's draft stipulation and order re Response to SAC	JW	0.4	350.00	\$140.00
9/13/2021	email from OPC re SAC	JW	0.2	350.00	\$70.00
9/14/2021	MTG w/JC re pleadings and scope of case	JW	0.5	350.00	\$175.00
9/14/2021	met w/ JW re scope of aggrieved employees	JC	0.5	800.00	\$400.00
9/15/2021	corr w/OPC re response to SAC.	JW	0.2	350.00	\$70.00
9/15/2021	email corr w/OPC re responsive pleading to SAC.	JW	0.3	350.00	\$105.00
9/16/2021	prepped for and attended m/c w/OPC re SAC and Def's response to SAC	JW	0.3	350.00	\$105.00
9/16/2021	email corr w/OPC re m/c to discuss Def's response to SAC	JW	0.2	350.00	\$70.00
9/17/2021	reviewed docs and prepped for/attended MTG w/JC and SW	JW	0.9	350.00	\$315.00
9/17/2021	Case review meeting	SW	0.5	950.00	\$475.00
9/17/2021	met w/ JW and SW re case strategy	JC	0.5	800.00	\$400.00
9/17/2021	reviewed arb agreement, met w/AC re arb agreement	JW	0.5	350.00	\$175.00
9/17/2021	reviewed Court's Order re response to SAC	JW	0.1	350.00	\$35.00
9/20/2021	MTG w/JC re case review	JW	0.4	350.00	\$140.00
9/20/2021	reviewed motion to stay, met w/ JW re plan for opposition	JC	2.1	800.00	\$1,680.00
9/20/2021	reviewed Def's Motion to Stay. research re stay and CCP Section 418.10. drafted memo re same	JW	4.4	350.00	\$1,540.00
9/22/2021	case review MTG w/JC	JW	0.1	350.00	\$35.00
9/22/2021	drafted Decl of Plf ISO MFL to Amend	JW	0.8	350.00	\$280.00
9/30/2021	drafted Opp to Mtn to Stay	JW	3.6	350.00	\$1,260.00
9/30/2021	research re oppo to motion to stay, forum non conveniens	JW	2.8	350.00	\$980.00
9/30/2021	client update	JW	0.1	350.00	\$35.00
10/1/2021	drafted MFL to amend	JW	1	350.00	\$350.00
10/1/2021	drafted proposed TAC	JW	1.2	350.00	\$420.00
10/1/2021	emailed OPC re stip to amend to include class claims based on US Chamber of Commerce case	JW	0.2	350.00	\$70.00

10/1/2021	drafted Decl ISO MFL to File Amended Complaint	JW	1.4	350.00	\$490.00
10/4/2021	Edited TAC	JC	0.5	800.00	\$400.00
10/6/2021	drafted PAGA DS set one and asked DG to email serve	JW	0.6	350.00	\$210.00
10/11/2021	research re factors for stay v dismissal pursuant to CCP 410.18	JW	1.5	350.00	\$525.00
10/11/2021	drafted opp to Mtn to Stay	JW	4.4	350.00	\$1,540.00
10/11/2021	research re Dominguez v. Better Mortgage	JW	1.5	350.00	\$525.00
10/12/2021	draft Opp to Mtn to Stay	JW	7.8	350.00	\$2,730.00
10/12/2021	drafted RJN ISO of Opp to Mtn to Stay and compiled exhibits	JW	1.4	350.00	\$490.00
10/12/2021	drafted Decl of Counsel ISO of Opp to Mtn to Stay	JW	0.8	350.00	\$280.00
10/14/2021	reviewed and edited draft opp to mtn to stay docs, directed JW to further research re same	JC	2.6	800.00	\$2,080.00
10/14/2021	drafted TAC and emailed OPC re same	JW	0.6	350.00	\$210.00
10/14/2021	drafted Stip and Order re TAC and emailed OPC re same	JW	1.4	350.00	\$490.00
10/14/2021	drafted Opp to Mtn to Stay	JW	4.5	350.00	\$1,575.00
10/14/2021	research re CCP 418.10, primary rights and substantially identical parties	JW	1	350.00	\$350.00
10/14/2021	MTG w/JC re TAC, Stip, and Opp to Mtn to Stay	JW	0.6	350.00	\$210.00
10/14/2021	TEL w/OPC re Mtn to Stay and Stip to filings TAC	JW	0.3	350.00	\$105.00
10/14/2021	email corr w/OPC re Mtn to Stay	JW	0.5	350.00	\$175.00
10/15/2021	edited opp to mtn to stay	JC	2.1	800.00	\$1,680.00
10/15/2021	email corr w/OPC re Stip to TAC	JW	0.3	350.00	\$105.00
10/15/2021	corr w/JC re Opp to Mtn to Stay and stip to TAC	JW	0.2	350.00	\$70.00
10/18/2021	reviewed final opp to mtn to stay draft, met w/JW re same	JC	1.1	800.00	\$880.00
10/18/2021	drafted Opp to Mtn to Stay, additional research re overlapping PAGA claims in Baumann v. Chase Inv. Serv., Alakozai v. Chase Inv. Serve.	JW	1.4	350.00	\$490.00
10/18/2021	drafted initial JCMCS	JW	1.6	350.00	\$560.00
10/18/2021	edited initial JCMCS	JC	0.5	800.00	\$400.00
10/18/2021	corr w/JC re Opp to Mtn to Stay and stip to TAC	JW	0.2	350.00	\$70.00
10/18/2021	drafted RJN ISO Opp to Mtn to Stay	JW	0.2	350.00	\$70.00
10/18/2021	called Dept CX 103 re CMC. CMC will be held in C16. asked MM to change CourtCall reservation accordingly	JW	0.2	350.00	\$70.00
10/18/2021	finalized Opp papers and asked AD to file and email serve	JW	0.3	350.00	\$105.00
10/19/2021	reviewed OPC's draft JCMS and made further revisions. emailed OPC re same	JW	0.7	350.00	\$245.00
10/20/2021	TEL w/OPC re TAC, Stip, and Discovery	JW	0.4	350.00	\$140.00
10/20/2021	drafted proposed order re stip to file TAC	JW	0.2	350.00	\$70.00
10/20/2021	MTG w/JC re conditions of stipulation to TAC	JW	0.4	350.00	\$140.00
10/20/2021	met w/ JW re case review	JC	0.4	800.00	\$320.00

10/20/2021	reviewed Court's order re continuation of CMC. asked MM to update CourtCall reservations accordingly	JW	0.2	350.00	\$70.00
10/20/2021	emailed OPC re discovery extension, Stip to TAC, and Mtn to Stay	JW	0.3	350.00	\$105.00
10/20/2021	review emails from OPC and consider consequences	JW	0.4	350.00	\$140.00
10/20/2021	drafted Stip to file TAC	JW	0.3	350.00	\$105.00
10/21/2021	reviewed email from OPC re Mtn to Stay and Stip to TAC	JW	0.1	350.00	\$35.00
10/21/2021	reviewed OPC's Decl ISO Reply	JW	0.2	350.00	\$70.00
10/26/2021	case review MTG w/JC	JW	0.2	350.00	\$70.00
10/26/2021	met w/ JW re case review	JC	0.2	800.00	\$160.00
10/26/2021	reviewed Court's order re Def's Mtn to Stay	JW	0.1	350.00	\$35.00
11/9/2021	email from OPC re discovery responses. objections only	JW	0.3	350.00	\$105.00
11/9/2021	client update	JW	0.1	350.00	\$35.00
11/10/2021	email corr w/DS re case status and discovery	JW	0.3	350.00	\$105.00
11/12/2021	reviewed Def's discovery responses. drafted Belaire notice. drafted MC Ltr re Def's discovery responses and Belaire notice. emailed OPC re same	JW	5.4	350.00	\$1,890.00
11/23/2021	research re discovery and drafted email to OPC re Meet and Confer letter and potential IDC	JW	1.4	350.00	\$490.00
11/24/2021	reviewed email and letter from OPC re discovery	JW	0.3	350.00	\$105.00
12/1/2021	research status of related cases.	JW	0.2	350.00	\$70.00
12/7/2021	MTG w/SW re case status and strategy	JW	0.5	350.00	\$175.00
12/7/2021	Met with Jordan re case strategy	SW	0.5	950.00	\$475.00
12/7/2021	Research news regarding mass layoffs over Zoom and fallout; research financial issues and outlook re industry; company financial condition	SW	2.8	950.00	\$2,660.00
12/7/2021	research re Def operations, employee layoffs	JW	0.5	350.00	\$175.00
12/8/2021	drafted email to OPC re pleadings and discovery	JW	0.2	350.00	\$70.00
12/8/2021	drafted email to SW and JC re case strategy	JW	0.2	350.00	\$70.00
12/8/2021	reviewed client's docs and developed case strategy	JW	0.7	350.00	\$245.00
12/8/2021	reviewed email from OPC re M/C to disucss case. drafted reply	JW	0.2	350.00	\$70.00
12/8/2021	TEL w/client	JW	0.3	350.00	\$105.00
12/10/2021	prepped for MC and MC w/OPC re discovery responses, pleadings, and potential mediation	JW	0.5	350.00	\$175.00
12/10/2021	research re potential related cases	JW	0.2	350.00	\$70.00
12/15/2021	drafted follow up email to OPC re pleadings and potential mediation	JW	0.2	350.00	\$70.00
12/17/2021	drafted follow up email to OPC re pleadings, potential mediation, Plf's MTC deadline	JW	0.2	350.00	\$70.00
12/17/2021	reviewed email and docs produced by DIR. research re PAGA submissions against Better Mortgage	JW	0.3	350.00	\$105.00
12/20/2021	research re related cases	JW	0.8	350.00	\$280.00
12/20/2021	email corr w/DS re case strategy and discovery	JW	0.2	350.00	\$70.00

12/20/2021	research re Dominguez v. Better Mortgage	JW	0.2	350.00	\$70.00
12/20/2021	reviewed email from OPC. Def not currently interested in mediation. granted MTC extension to 1/28/22	JW	0.1	350.00	\$35.00
12/20/2021	drafted email to OPC re pleadings and motion to stay	JW	0.2	350.00	\$70.00
1/5/2022	provided EG w/update on case status and strategy for client updated	JW	0.1	350.00	\$35.00
1/7/2022	drafted CMS	JW	1.1	350.00	\$385.00
1/7/2022	drafted email to OPC re JCMS	JW	0.1	350.00	\$35.00
1/10/2022	reviewed email from OPC and drafted reply	JW	0.1	350.00	\$35.00
1/10/2022	finalized JCMS and asked JE to file/email serve	JW	0.2	350.00	\$70.00
1/10/2022	research re Dominguez v. Better Mortgage	JW	0.2	350.00	\$70.00
1/10/2022	case review MTG w/JC re case status and strategy	JW	0.2	350.00	\$70.00
1/10/2022	Met w/ JW re case strategy	JC	0.2	800.00	\$160.00
1/13/2022	drafted email to OPC re whether Def will submit on tentative	JW	0.2	350.00	\$70.00
1/13/2022	reviewed tentative denying mtn to stay, discussed w/JW	JC	0.9	800.00	\$720.00
1/13/2022	reviewed tentative ruling. MTG w/ JC re same.	JW	1.4	350.00	\$490.00
1/13/2022	reviewed email from OPC re M/C to discuss tentative	JW	0.1	350.00	\$35.00
1/13/2022	TEL w/OPC re tentative. OPC requests Plf amend complaint. Plf denies OPC's request. OPC to discuss with client whether willing to submit on tentative	JW	0.2	350.00	\$70.00
1/13/2022	reviewed arb agr in light of Viking case. PAGA rep actions expressly excluded from scope	JW	0.2	350.00	\$70.00
1/14/2022	drafted M/C corr to OPC re substantive supplemental discovery responses.	JW	0.3	350.00	\$105.00
1/17/2022	research re MTC	JW	0.6	350.00	\$210.00
1/17/2022	reviewed M/C corr from OPC re discovery and ext request. considered option	JW	0.3	350.00	\$105.00
1/17/2022	MTG w/ JC re status of discovery, strategy	JW	0.5	350.00	\$175.00
1/17/2022	met w/ JW re discovery	JC	0.5	800.00	\$400.00
1/17/2022	drafted email to OPC re IDC if substantive DS responses not served by 1/21	JW	0.2	350.00	\$70.00
1/19/2022	research re new PAGA submission against Def. new submission by Michael Ghazanfari. requested records from DIR	JW	0.3	350.00	\$105.00
1/19/2022	corr w/ OPC re discovery and belaire notice	JW	0.4	350.00	\$140.00
1/21/2022	drafted email to OPC re discovery and notice of ruling at Mtn hearing	JW	0.2	350.00	\$70.00
1/27/2022	reviewed email corr from OPC confirming substantive DS1 responses. drafted reply.	JW	0.2	350.00	\$70.00
1/31/2022	reviewed Def's Answer to FAC	JW	0.3	350.00	\$105.00
2/1/2022	Reviewed Answer	SW	0.3	950.00	\$285.00

2/1/2022	reviewed PAGA Letter submission by plf M. Ghazanfari. no additional claims or theories compared to client's submissions	JW	0.4	350.00	\$140.00
2/4/2022	reviewed OPC's email re Def's preference to use protective order instead of Belaire notice. drafted reply	JW	0.1	350.00	\$35.00
2/4/2022	reviewed Def's Amended DS1 Responses/Objections and proposed Protective Order	JW	1.3	350.00	\$455.00
2/10/2022	drafted protective order and corr to OPC re Plaintiff's proposed order	JW	0.4	350.00	\$140.00
2/10/2022	revised Def's proposed protective order	JW	1.1	350.00	\$385.00
2/10/2022	email corr w/DS re case status and strategy	JW	0.2	350.00	\$70.00
2/11/2022	research re Commerce v. Bonta	JW	0.3	350.00	\$105.00
2/11/2022	Reviewed discovery responses to set 1	SW	0.7	950.00	\$665.00
2/16/2022	reviewe corr from OPC re protective order. OPC to follow up tomorrow	JW	0.1	350.00	\$35.00
2/16/2022	drafted follow up email to OPC re use of LA Model Protective Order	JW	0.1	350.00	\$35.00
2/18/2022	drafted follow up corr to OPC re protective order	JW	0.1	350.00	\$35.00
2/18/2022	reviewed corr from OPC. Def to provide proposed revisions this evening	JW	0.1	350.00	\$35.00
2/22/2022	corr w/ client	JW	0.2	350.00	\$70.00
2/22/2022	reviewed email from OPC. reviewed and analyzed Def's proposed revisions to protective order. made further revisions. drafted corr to OPC re revisions	JW	1.1	350.00	\$385.00
2/28/2022	reviewed email from OPC. reviewed docs received from OPC. drafted corr to OPC confirming receipt of docs and requesting timeline for production of remaining docs	JW	0.4	350.00	\$140.00
2/28/2022	drafted follow up email to OPC and requested MTC ext. reviewed reply from OPC. Ext granted. Docs to be produced today	JW	0.2	350.00	\$70.00
2/28/2022	corr w/ client	JW	0.5	350.00	\$175.00
3/4/2022	MTG w/ SW re case strategy	JW	0.3	350.00	\$105.00
3/4/2022	Met with Jordan re case strategy	SW	0.3	950.00	\$285.00
3/4/2022	Look into new related case Ghazanfari v Better Mortgage; review docket; pull documents	SW	1.4	950.00	\$1,330.00
3/4/2022	drafted follow up M&C corr re Def's production of docs responsive to Plaintiff's RPDs	JW	0.2	350.00	\$70.00
3/10/2022	drafted follow up corr to OPC re production of docs responsive to RPDs	JW	0.2	350.00	\$70.00
3/14/2022	reviewed docs received from Def. drafted corr to DS re case status and docs	JW	0.3	350.00	\$105.00
3/15/2022	reviewed docs produced by Def. drafted follow up corr to OPC re production for RPDs 3, 5, 7, 8, 10, and 11	JW	0.4	350.00	\$140.00

3/16/2022	client updates	JW	0.2	350.00	\$70.00
3/16/2022	met w/ JW re case transfer	JC	0.5	800.00	\$400.00
3/16/2022	drafted memo re case status, MTG w/JC, MTG w/KC re case status and strategy	JW	1.8	350.00	\$630.00
3/16/2022	Review case and meet w/ JW re new case assignment; email OPC re time and pay and policy docs, asked for time to talk this week	KC	1.2	625.00	\$750.00
3/17/2022	Email corr w/ OPC to set up time next week for m&c call; send invite	KC	0.1	625.00	\$62.50
3/21/2022	Telephone call w/ OPC re class discovery; notes to file re same, email OPC confirming ext on MTC	KC	0.4	625.00	\$250.00
3/21/2022	Review discovery, prepare discovery response charts; draft index of claims with supporting docs, missing docs	KC	2.6	625.00	\$1,625.00
3/31/2022	Review contact list of employees, extract unique IDs and dates of employment re propose sample to Def	KC	1.3	625.00	\$812.50
3/31/2022	Draft correspondence to OPC re proposal of 25% sample	KC	0.1	625.00	\$62.50
4/12/2022	Review outstanding discovery and corr w/ OPC re request for time and pay records along with policy docs for RPD Set 1	KC	0.3	625.00	\$187.50
4/12/2022	Fu email to OPC re class discovery	KC	0.1	625.00	\$62.50
4/13/2022	OPC granted extension on MTC to 5/9	KC	0.1	625.00	\$62.50
4/20/2022	Review MO rescheduling Status Conf, update calendar	KC	0.1	625.00	\$62.50
4/21/2022	Review Plaintiff's personnel file; email OPC re status of class discovery and request P's termination docs	KC	0.8	625.00	\$500.00
5/2/2022	Fu email to OPC re class discovery and p's termination docs	KC	0.1	625.00	\$62.50
5/5/2022	Fu email re discovery and request for extension; notes to file re same, update to-do list	KC	0.2	625.00	\$125.00
5/13/2022	Draft RPD and SROG, S2	KC	1.6	625.00	\$1,000.00
5/16/2022	reviewed set 2 discovery requests, edit	JC	0.5	800.00	\$400.00
5/16/2022	Revise RPD and SROG, S2 and serve, update calendar	KC	0.4	625.00	\$250.00
5/24/2022	Pull sample IDs for time and pay production, send to OPC	KC	0.2	625.00	\$125.00
5/31/2022	Fu email to OPC re sample ID and request to produce recs by June 28 and MTC ext to July 5	KC	0.1	625.00	\$62.50
6/2/2022	Email corr w/ OPC re time and pay records	KC	0.1	625.00	\$62.50
6/3/2022	Draft joint statement and send to OPC	KC	0.3	625.00	\$187.50
6/6/2022	Review OPC's revisions to joint statement and file	KC	0.2	625.00	\$125.00
6/6/2022	Research PAGA cases against Better Mortgage, draft memo to file	KC	0.4	625.00	\$250.00
6/13/2022	Email corr w/ OPC re discovery and mdtm	KC	0.1	625.00	\$62.50
6/13/2022	Prepared for/Attended Status Conference	KC	0.5	625.00	\$312.50

6/27/2022	Email OPC re status of time and pay record production	KC	0.1	625.00	\$62.50
6/28/2022	Fu email to OPC re time and pay recs	KC	0.1	625.00	\$62.50
6/28/2022	Met with Jessica and Kristy re mediation strategy	SW	0.5	950.00	\$475.00
6/28/2022	met w/KC and SW re mdtn	JC	0.5	800.00	\$400.00
6/28/2022	Met w/ JC and SW re potential mediators, research re same	KC	1	625.00	\$625.00
6/29/2022	Email corr w/ OPC re discovery	KC	0.1	625.00	\$62.50
6/29/2022	Email OPC proposing mediators for 2023	KC	0.1	625.00	\$62.50
7/21/2022	Fu email to OPC re mediators, KC reached out to mediators for availability	KC	0.3	625.00	\$187.50
8/9/2022	Review Defendant's discovery responses to RPD and SROGs, Set 2; draft meet and confer letter	KC	3.3	625.00	\$2,062.50
8/11/2022	reviewed discovery responses to set 2, compare responses to KC's discovery chart	JC	2.1	800.00	\$1,680.00
8/22/2022	Email OPC re response to my meet and confer correspondence	KC	0.1	625.00	\$62.50
8/24/2022	Email corr w/ OPC re discovery	KC	0.1	625.00	\$62.50
8/31/2022	Telephone call w/ counsel for Dominguez	KC	0.2	625.00	\$125.00
8/31/2022	Research status of related cases; discuss w/ SW and JC	KC	0.4	625.00	\$250.00
8/31/2022	Met w/ SW re related cases against BMC	KC	0.3	625.00	\$187.50
8/31/2022	Met with Kristy re strategy with related Dominguez class case	SW	0.3	950.00	\$285.00
9/14/2022	Met w/ SW re mediation	KC	0.4	625.00	\$250.00
9/14/2022	Met with Kristy re mediation strategy	SW	0.4	950.00	\$380.00
9/14/2022	Follow up email to OPC re proposed mediators	KC	0.1	625.00	\$62.50
9/16/2022	Email OPC re status of supp rsps to set 2 disc	KC	0.1	625.00	\$62.50
9/26/2022	Email OPC re status of discovery	KC	0.1	625.00	\$62.50
9/27/2022	Revise joint statement and send to OPC	KC	0.3	625.00	\$187.50
10/3/2022	Telephone call w/ OPC	KC	0.2	625.00	\$125.00
10/4/2022	Prepare for and attend status conference	KC	0.4	625.00	\$250.00
10/11/2022	Email OPC to fu on mediation dates	KC	0.1	625.00	\$62.50
10/12/2022	Further email corr w/ OPC re mediation dates	KC	0.2	625.00	\$125.00
10/19/2022	Telephone call w/ Schneider's office re Ghazanfari case; meet w/ team re same	KC	0.4	625.00	\$250.00
10/20/2022	Met w/ SW	KC	0.3	625.00	\$187.50
10/20/2022	Met with Kristy re related class case, strategy on mediation	SW	0.3	950.00	\$285.00
10/20/2022	Telephone call w/ OPC; notes to file re same	KC	0.3	625.00	\$187.50
10/25/2022	Email OPC re status of working with Schneider	KC	0.1	625.00	\$62.50
11/18/2022	Review and issue spot records; draft correspondence to experts re mediation analysis	KC	3.1	625.00	\$1,937.50
12/15/2022	Draft class call questionnaire; corr w/ Gen re same	KC	1.4	625.00	\$875.00
1/4/2023	Email OPC re employee and pay period count	KC	0.1	625.00	\$62.50
1/6/2023	Discuss mediation strategy w/ SW	KC	0.9	625.00	\$562.50

1/6/2023	Met with Kristy re claims for mediation, strategy for brief	SW	0.9	950.00	\$855.00
1/12/2023	Review time and pay records; research overtime for salaried non-exempt employees; begin drafting mediation brief	KC	8.3	625.00	\$5,187.50
1/17/2023	Reviewed Defendant's document production, reviewed expert's damages analysis, compare to initial findings	SW	6.9	950.00	\$6,555.00
1/19/2023	Requested wage statements for small sample from OPC	KC	0.1	625.00	\$62.50
1/19/2023	Corr w/ expert re damages analysis; review pay records re overtime rate claim	KC	0.8	625.00	\$500.00
1/19/2023	Review and summarize class call questionnaires; met w/ SW re same	KC	2.8	625.00	\$1,750.00
1/19/2023	Continue drafting mediation brief	KC	4.1	625.00	\$2,562.50
1/19/2023	Reviewed memo re employee interviews, met with Kristy re same	SW	1.3	950.00	\$1,235.00
1/19/2023	Discussions with Gzanfari counsel re mediation and cases; research Gzanfari case for overlap of claims; analyze effect of Gzanfari case on mediation and settlement value	SW	2.4	950.00	\$2,280.00
1/20/2023	Review and edit mediation brief, discuss with Kristy	SW	4.1	950	3895
1/20/2023	Finish drafting mediation brief, research re OTC/break violation claims due to incentive bonuses	KC	3.4	625.00	\$2,125.00
1/20/2023	Met w/ SW re mediation	KC	0.4	625.00	\$250.00
1/20/2023	Leave VM for client	KC	0.1	625.00	\$62.50
1/20/2023	Telephone call w/ client	KC	0.3	625.00	\$187.50
1/23/2023	Met with Kristy re sharing mediation brief with OPC	SW	0.3	950	285
1/23/2023	Met w/SW re mediation strategy, brief	KC	0.3	625.00	\$187.50
1/23/2023	Email Schneider counsel re mediation	KC	0.1	625.00	\$62.50
1/23/2023	Corr w/ OPC re pay period and employee count	KC	0.2	625.00	\$125.00
1/23/2023	Calculated damages based on alternate assumptions in preparation of mediation, compare expert's analysis to initial damages assessment	SW	5.4	950.00	\$5,130.00
1/24/2023	Researched trial court decisions awarding penalties for wage statement violations	SW	3.1	950.00	\$2,945.00
1/25/2023	Redact and send mediation brief to defendant	KC	0.5	625.00	\$312.50
1/26/2023	Researched and compiled settlement comps in similar cases, reviewed notes re other cases mediated with Steve Pearl, analyze potential settlement values	SW	2.9	950.00	\$2,755.00
1/27/2023	Prepared for/attended mediation	KC	9.5	625.00	\$5,937.50
1/27/2023	Attended mediation	SW	9	950.00	\$8,550.00
1/30/2023	Corr w/ Dominguez counsel	KC	0.1	625.00	\$62.50

	Review discovery and meet and confer efforts prior to mediation, figure out what additional discovery is needed for trial, email OPC to set up call, met w/ SW re same	KC	2.6	625.00	\$1,625.00
2/14/2023	Met with Kristy re case plan after failed mediation	SW	0.8	950.00	\$760.00
2/14/2023	Research SPAC deal and company financial issues	SW	1.5	950.00	\$1,425.00
2/21/2023	Draft joint statement, email to OPC and follow up on request for m&c call	KC	0.3	625.00	\$187.50
2/21/2023	Review OPC's revisions to joint statement and file	KC	0.2	625.00	\$125.00
2/22/2023	Check docket for Ghazanfari case	KC	0.1	625.00	\$62.50
2/22/2023	Prep for and attend meet and confer call w/ OPC re set 2 discovery	KC	0.7	625.00	\$437.50
2/27/2023	Prepare for and attend Status Conference	KC	0.6	625.00	\$375.00
3/8/2023	Draft email corr to OPC re follow up on meet and confer call re set two discovery, review prior notes	KC	0.3	625.00	\$187.50
3/13/2023	Corr w/ mediator	KC	0.2	625.00	\$125.00
3/14/2023	Fu email to OPC re meet and confer for second set of discovery	KC	0.1	625.00	\$62.50
3/21/2023	Email OPC re fu on meet and confer for set 2, will request IDC this week if no response	KC	0.1	625.00	\$62.50
3/23/2023	OPC agreed to continue MTC deadline to 4/26, working with Def on doc production	KC	0.1	625.00	\$62.50
3/24/2023	Corr w/ mediator	KC	0.2	625.00	\$125.00
4/5/2023	Email OPC re status of supp responses	KC	0.1	625.00	\$62.50
4/17/2023	Email OPC to follow up on supp production	KC	0.1	625.00	\$62.50
4/19/2023	Email OPC re status of supp production, request IDC next week if no response	KC	0.1	625.00	\$62.50
5/3/2023	Draft Notice of PMK depo and RPDs	KC	1.8	625.00	\$1,125.00
5/3/2023	edited PMK depo notice	JC	0.5	800.00	\$400.00
5/10/2023	Email OPC will move to compel if no response since been almost 3 months	KC	0.1	625.00	\$62.50
5/12/2023	Review Def's petition for coordination, draft memo to file re same	KC	1.8	625.00	\$1,125.00
5/15/2023	Call clerk re scheduling IDCs	KC	0.1	625.00	\$62.50
5/15/2023	Email OPC will proceed with filing MTC on friday	KC	0.1	625.00	\$62.50
5/23/2023	Reviewed Petition for Coordination, met with Kristy re same	SW	1.4	950.00	\$1,330.00
5/23/2023	Met w/ SW re petition for coordination	KC	0.6	625.00	\$375.00
5/24/2023	Draft opposition to motion for stay pending coordination, research rules re filing same, submit to JCCP and file with trial courts	KC	3	625.00	\$1,875.00
5/24/2023	edited opp to mtn to stay pending coord	JC	1	800.00	\$800.00
5/26/2023	Review Def's opp to ntc of depo	KC	0.2	625.00	\$125.00
5/31/2023	Reviewed Mejia's opp to petition for coord	KC	1.4	625.00	\$875.00
6/7/2023	OPC agreed to 30 day ext on MTC	KC	0.1	625.00	\$62.50
7/6/2023	Draft MTC RPD and MTC SROG set 2	KC	6.8	625.00	\$4,250.00
7/6/2023	Email OPC going to proceed w/ MTC filing tmw	KC	0.1	625.00	\$62.50

7/7/2023	edited MTC set 2	JC	1.6	800.00	\$1,280.00
7/7/2023	Finish drafting MTC RPD and SROG Set 2, reserve hearings	KC	3.3	625.00	\$2,062.50
7/27/2023	Review MO continuing MTC hearings, update calendar, email OPC to set up time to m&c next week	KC	0.3	625.00	\$187.50
7/31/2023	Review notice of order assigning Hon. Claster as coordination motion judge	KC	0.2	625.00	\$125.00
7/31/2023	Follow up email to OPC re meet and confer for MTC	KC	0.1	625.00	\$62.50
8/3/2023	Additional follow up email to OPC re m&c for MTC	KC	0.1	625.00	\$62.50
8/8/2023	Review notice of hearing on petition for coordination, cases are stayed pending ruling, calendar dates	KC	0.3	625.00	\$187.50
8/21/2023	Pull and review MO from docket vacating SC and MTC hearings, update calendar	KC	0.2	625.00	\$125.00
10/13/2023	Prepared for/Attended coordination hearing	KC	0.9	625.00	\$562.50
10/24/2023	Review order granting coordination	KC	0.2	625.00	\$125.00
11/1/2023	Meet w/ SW re coordination; email mediator	KC	0.5	625.00	\$312.50
11/1/2023	Met with Kristy re outcome of coordination hearing, strategy re same	SW	0.4	950.00	\$380.00
11/1/2023	Research defendant finances, latest articles re layoffs and investment rounds	KC	1.4	625.00	\$875.00
11/2/2023	Review Order setting prelim trial conf and order assigning coordination judge, ask Gina to update POS; calendar new dates	KC	0.4	625.00	\$250.00
11/22/2023	Draft memo re prelim trial conf	KC	0.9	625.00	\$562.50
11/27/2023	Review Defendant's prelim trial conf report, revise plaintiff's report	KC	0.6	625.00	\$375.00
12/6/2023	Prepare for/attended prelim trial conference	KC	0.7	625.00	\$437.50
12/8/2023	Corr w/ co-counsel re mediation request	KC	0.1	625.00	\$62.50
12/15/2023	Email mediator if heard from OPC	KC	0.1	625.00	\$62.50
1/5/2024	Email OPC re mediation	KC	0.1	625.00	\$62.50
1/5/2024	Corr w/ client	KC	0.1	625.00	\$62.50
1/12/2024	OPC agreed to second mediation, KC emailed Pearl's office for available dates	KC	0.2	625.00	\$125.00
1/12/2024	Met with Kristy re second mediation	SW	0.2	950.00	\$190.00
1/12/2024	Corr w/ SW and co-counsel re potential second mediation	KC	0.2	625.00	\$125.00
1/16/2024	Email corr w/ OPC and co-counsel re proposed dates and requested docs	KC	0.2	625.00	\$125.00
1/19/2024	FU email to OPC re mediation dates	KC	0.1	625.00	\$62.50
1/25/2024	FU email to OPC re booking mdtn	KC	0.1	625.00	\$62.50
2/2/2024	OPC checking dates on monday with client, KC emailed mediator to confirm still available	KC	0.2	625.00	\$125.00
2/13/2024	FU email to OPC re booking mdtn	KC	0.1	625.00	\$62.50
2/22/2024	Email OPC for depo dates by next friday or else notice it for 3/29	KC	0.1	625.00	\$62.50

2/29/2024	Draft amended PMK depo notice	KC	0.2	625.00	\$125.00
3/7/2024	Send documents to confirm June 4 mediation date, corr w/ mediator's office	KC	0.2	625.00	\$125.00
3/20/2024	Draft JSCS, corr w/ counsel re same	KC	0.3	625.00	\$187.50
4/16/2024	Email OPC for updated EE and pay period count	KC	0.1	625.00	\$62.50
4/23/2024	FU email to OPC re updated EE data	KC	0.1	625.00	\$62.50
5/21/2024	Updated damages analysis, research updates on SPAC deal, analyze impact on settlement demands	SW	2.7	950.00	\$2,565.00
5/23/2024	Research defendant's financial condition; draft updated mediation brief	KC	3.6	625.00	\$2,250.00
5/28/2024	Reviewed and edited mediation brief	SW	2.6	950.00	\$2,470.00
5/28/2024	Revise mediation brief and send to co-counsel	KC	0.3	625.00	\$187.50
5/30/2024	Call w/ Larry Lee; meet w/ JC re same	KC	0.5	625.00	\$312.50
5/30/2024	met w/KC re co-counsel, strategy for mediation	JC	0.3	800.00	\$240.00
6/3/2024	Leave VM for Larry Lee	KC	0.1	625.00	\$62.50
6/3/2024	Sign mediation agreement, corr w/ mediator's office	KC	0.2	625.00	\$125.00
6/4/2024	Call w/ client	KC	0.5	625.00	\$312.50
6/4/2024	Call w/ Larry Lee	KC	0.1	625.00	\$62.50
6/4/2024	Prepare for/attended mediation	KC	8.6	625.00	\$5,375.00
6/4/2024	Attended second mediation	SW	8.4	950.00	\$7,980.00
6/6/2024	Review mediator's proposal, met w/ SW re same, draft MOU, corr w/ co-counsel	KC	1	625.00	\$625.00
6/6/2024	Reviewed mediator's proposal; analyze deal; review file; discussed with Kristy	SW	1.7	950.00	\$1,615.00
6/10/2024	review co-counsel's revisions to MOU, corr w/ mediator	KC	0.3	625.00	\$187.50
6/11/2024	Parties accepted mediator's proposal, KC sent over MOU	KC	0.1	625.00	\$62.50
6/26/2024	FU email to OPC re MOU	KC	0.1	625.00	\$62.50
6/28/2024	Draft long form settlement agreement	KC	2.4	625.00	\$1,500.00
7/1/2024	FU email to OPC re MOU	KC	0.1	625.00	\$62.50
7/1/2024	Review Claster's latest tentatives re PAGA approval, revise settlement per same	KC	0.9	625.00	\$562.50
7/11/2024	FU email to OPC re MOU	KC	0.1	625.00	\$62.50
7/23/2024	FU email to OPC re MOU	KC	0.1	625.00	\$62.50
8/5/2024	Reviewed Defendant's edits to MOU	SW	0.3	950.00	\$285.00
8/5/2024	Send parties final MOU for signature	KC	0.2	625.00	\$125.00
8/6/2024	Reviewed draft settlement agreement, met with Kristy re same	SW	0.7	950.00	\$665.00
8/6/2024	Revise long form settlement, send to co-counsel along with signed JPA and MOU	KC	0.6	625.00	\$375.00
8/6/2024	Call w/ client	KC	0.2	625.00	\$125.00
8/6/2024	Leave VM for client	KC	0.1	625.00	\$62.50
8/7/2024	Draft joint report, corr w/ OPC re same	KC	0.3	625.00	\$187.50
8/13/2024	Email co-counsel re settlement revisions	KC	0.1	625.00	\$62.50
8/15/2024	Review co-counsel's revisions to settlement, send draft to OPC	KC	0.2	625.00	\$125.00

8/28/2024	Email admins for bids	KC	0.2	625.00	\$125.00
8/28/2024	FU on revisions to STA	KC	0.1	625.00	\$62.50
9/4/2024	FU email to OPC re STA	KC	0.1	625.00	\$62.50
9/17/2024	FU email to OPC re STA	KC	0.1	625.00	\$62.50
9/19/2024	Draft MFA, send to co-counsel	KC	2.5	625.00	\$1,562.50
10/3/2024	FU email to OPC re STA	KC	0.1	625.00	\$62.50
10/8/2024	FU email to OPC re STA revisions this week or else MOU	KC	0.1	625.00	\$62.50
10/17/2024	Review OPC's revisions to settlement, corr w/ co-counsel re same, review recent Cluster tentatives on MFAs, make further edits	KC	1.8	625.00	\$1,125.00
10/17/2024	Revise MFA documents	SW	1.1	950.00	\$1,045.00
10/21/2024	Email co-counsel re settlement revisions	KC	0.1	625.00	\$62.50
10/22/2024	Finalize edits to settlement and send back to OPC	KC	0.3	625.00	\$187.50
10/29/2024	FU email to OPC re STA	KC	0.1	625.00	\$62.50
11/7/2024	Draft joint statement, corr w/ counsel re same, still no response from Def re settlement	KC	0.4	625.00	\$250.00
11/14/2024	Corr w/ opc re final questions on settlement	KC	0.1	625.00	\$62.50
11/15/2024	Call w/ OPC	KC	0.2	625.00	\$125.00
11/18/2024	Email Phoenix re class data	KC	0.1	625.00	\$62.50
12/2/2024	Email OPC re class list to Phoenix	KC	0.1	625.00	\$62.50
12/30/2024	Review co-counsel's draft joint statement, make further edits	KC	0.3	625.00	\$187.50
1/2/2025	Review corr w/ admin - Phoenix confirmed receipt of data, OPC says escalator not triggered, Phoenix will provide updates next week	KC	0.2	625.00	\$125.00
1/2/2025	Review OPC's edits to joint statement, corr re same	KC	0.3	625.00	\$187.50
1/7/2025	Prep for/attend CMC; corr w/ co-counsel re same	KC	0.6	625.00	\$375.00
1/7/2025	Phoenix confirmed escalator not triggered	KC	0.1	625.00	\$62.50
1/8/2025	Send revised settlement agreement to OPC	KC	0.2	625.00	\$125.00
1/14/2025	FU email to OPC re STA	KC	0.1	625.00	\$62.50
1/21/2025	Review OPC's edits to settlement, respond regarding inclusion of escalator provision	KC	0.7	625.00	\$437.50
1/21/2025	Reviewed Defendant's edits to settlement agreement	SW	0.5	950.00	\$475.00
1/30/2025	Corr w/ co-counsel re final edits, finalize settlement and send to OPC	KC	0.4	625.00	\$250.00
2/3/2025	Call w/ client, drafted decl ISO MFA, sent settlement and dec for signature	KC	0.5	625.00	\$312.50
2/5/2025	Draft joint report, send to OPC and FU on status of def's signature	KC	0.3	625.00	\$187.50
2/5/2025	Reviewed co-counsel's MFA docs, update same	KC	0.9	625.00	\$562.50
2/7/2025	Reviewed final MFA documents	SW	1	950.00	\$950.00
2/11/2025	Review MO continuing status conf, update calendar	KC	0.2	625.00	\$125.00
2/12/2025	Reserve MFA date	KC	0.1	625.00	\$62.50
	TOTAL		353.40		\$219,910.00

EXHIBIT 6

SEAN BERGER

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PROFESSIONAL EXPERIENCE

Berger Consulting Group, LLC, Los Angeles, CA

Partner

August 2011-Present

- Create quantitative models to assist both plaintiff and defense attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2011
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff and large classes over 20,000 employees.
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel and other electronic formats
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets

MUFG Union Bank, Los Angeles, CA

Division Risk Manager – Investment Banking and Markets, Director

April 2016-May 2021

- Acted as key liaison between Risk/Compliance teams and the Front Office businesses.
- Built Excel sheets to summarize results to management.
- Managed operational risk and build flow diagrams showing key process risks and controls.

Quantitative Manager, VP

April 2014-April 2016

- Acted as a primary member of the Sales and Trading team for implementing the Volcker Rule requirements including updated the relevant swap policies and desktop procedures.
- Analyzed large sets of market data and built Excel models to test Third Party Vendor systems.

Senior Quantitative Market Risk Analyst, AVP

September 2009-April 2014

- Quantified market and counterparty credit risk for the Global Markets business unit including interest rate derivatives, foreign exchange, equity derivatives, and commodity derivatives.
- Modeled existing and new MLCD option structures in Excel, Matlab, Java, and FINCAD.
- Built pre-deal tools in Excel to assist traders in performing credit exposure analysis.

Wells Fargo Securities Investment Group, San Francisco, CA

August 2008-September 2009

Market Risk Analyst

- Automated reports using Excel/VBA to provide data to senior management and regulators.
- Documented and validated models such as the VaR model in Calypso and MLCD buy-back models.

Northrop Grumman Space Technology, Redondo Beach, CA

2003-2007

Aerospace Systems Engineer

- Analyzed space mission trade studies and presented results to the business on a weekly basis.
- Led a team of four in the design of a space surveillance simulation from the requirements phase to the testing phase of development. Completed the project within the desired schedule and budget.

EDUCATION

University of Southern California, Los Angeles, CA

2006-2008

Master of Science, Mathematical Finance

California Polytechnic State University, San Luis Obispo, CA

1998-2003

Bachelor of Science, Aerospace Engineering

COMPUTER SKILLS

Excel, Access, VBA, SQL, Java, Adobe and ABBYY (OCR)