

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
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dhyun@hyunlegal.com

To Defendant:

Susannah K. Howard
Adam Karr
Paul A. Holton
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Phone: 415-984-8976
Facsimile: 415-984-8701
showard@omm.com
akarr@omm.com
pholton@omm.com

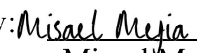
10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same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

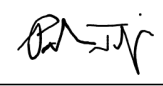
Dated: 02/03/2025

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

Dated: 1/31/2025

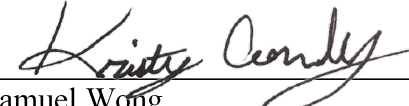
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 By: 
E81E7D5506434
 Misael Mejia

Dated: _____

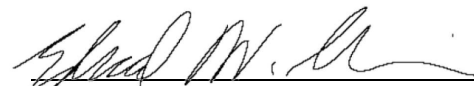
By: 
 Better Mortgage Corporation
 By: Paula Tuffin
 Title: General Counsel, Chief
 Compliance Officer, and Corporate
 Secretary

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>>.