

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between Claimant Luis “Lou” Rossi (“Rossi”) on the one hand, and Respondent loanDepot.com, LLC (“loanDepot” or “Respondent”), on the other hand, and memorializes the settlement reached following mediation between the Parties. Rossi and loanDepot are collectively referred to as the “Parties” or individually as a “Party.”

1. History of Claims and Mediation

a) WHEREAS, on or about February 25, 2022, the Superior Court of the State of California, County of Los Angeles, approved a PAGA settlement agreement between Defendant and Plaintiff Joseph Rhyoo, who brought claims on behalf of all current and former non-exempt hourly paid individuals who were employed by Defendant within the state of California who worked for Defendant at any time during the period of June 8, 2020 until February 25, 2022 (the “*Rhyoo Settlement*”);

b) WHEREAS, on or about June 18, 2021, Ekhmies filed a notice pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 with the California Labor & Workforce Development Agency, LWDA, which was assigned Claim No. LWDA-CM-835440-21;

c) WHEREAS, on or about February 4, 2022, plaintiffs Ekhmies and Salvador Ochoa filed a civil action in the Superior Court of the State of California, Orange County, captioned *Mohammad Ekhmies v. loanDepot.com, LLC*, Case No. 30-2022-01244317 (the “*Ekhmies Action*” or “*Ekhmies*”), asserting causes of action for: 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay overtime; 4) Failure to maintain accurate records; 5) Failure to pay all wages when due; 6) Failure to provide accurate itemized wage statements; 7) Failure to reimburse work expenses; 8) Failure to timely pay wages upon termination; 9) Failure to produce employee records upon request; and 10) Unfair business practices;

d) WHEREAS, on or about June 1, 2022, a PAGA notice was submitted to the LWDA on behalf of complainants Rossi, Mohammad “Moe” Ekhmies, Salvador Ochoa, Shawnda Mesta-Etgen, and Susan Pool, alleging that the complainants experienced Labor Code violations while working for loanDepot, substantially as set forth in the complaints filed in *Ekhmies*, under LWDA Claim No. LWDA-CM-835440-21;

a) WHEREAS, on or about June 6, 2022, a First Amended Complaint was filed in the *Ekhmies Action*, adding an eleventh cause of action for (11) Violation of the Private Attorney Generals Act, and adding as plaintiffs Rossi, Shawnda Mesta-Etgen, and Susan Pool;

b) WHEREAS, on or about July 14, 2022, SW Employment Law Group, APC filed a Notice of Association of Counsel adding Schneider Wallace Cottrell Konecky LLP as co-counsel for the plaintiffs in the *Ekhmies Action*;

c) WHEREAS, on or about November 2, 2022, the court in the *Ekhmies Action* entered an order approving the stipulation of the parties to that action to arbitrate the individual claims brought by the named plaintiffs, including Rossi, and stay pending arbitration the plaintiffs’ remaining representative PAGA claim in the *Ekhmies Action*;

d) WHEREAS, on or about December 23, 2022, Lilia Hernandez and other plaintiffs filed a civil action in the Superior Court of the State of California, Orange County, captioned *Lilia Hernandez v. loanDepot.com, LLC*, Case No. 30-2022-01298792 (the “*Hernandez Action*” or “*Hernandez*”), asserting causes of action for: 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay wages; 4) Failure to reimburse work expenses; 5) Failure to maintain accurate records; 6) Failure to provide accurate itemized wage statements; 7) Failure to pay all wages due upon termination; 8) Unfair business practices; 9) Penalties pursuant to PAGA, § 2699(a); and 10) Penalties pursuant to PAGA, § 2699(f);

e) WHEREAS, on or about April 11, 2023, Rossi filed before JAMS, captioned *Rossi, Lou vs. LoanDepot.com, LLC*, JAMS Ref. No. 5200000734, an individual arbitration demand against loanDepot (the *Rossi Arbitration*), alleging causes of action for (1) Failure To Provide Meal Periods (Labor Code §§ 226.7, 512, 1198); (2) Failure To Provide Rest Periods (Labor Code §§ 226.7, 1198; IWC No. 4-2001); (3) Failure To Pay Wages (Labor Code §§ 510, 1194); (4) Failure To Reimburse Work Expenses (Labor Code § 2802); (5) Failure To Maintain Accurate Records [Labor Code § 1174(d)]; (6) Failure To Provide Accurate Itemized Wage Statements [Labor Code §§ 226(a), 226.3]; (7) Failure To Pay All Wages Due Upon Termination (Labor Code §§ 201-203); (8) Unfair Business Practices (Bus. & Prof. Code §§ 17200 et seq.); and (9) Penalties Pursuant To PAGA, Labor Code § 2699(a) and (f);

f) WHEREAS, on or about March 17, 2023, loanDepot filed a Motion to Dismiss PAGA Claim in the *Rossi Arbitration*, arguing that the prior *Rhyoo Settlement* encompassed Rossi’s PAGA cause of action;

g) WHEREAS, on or about June 20, 2023, the Parties attended mediation before Steven Pearl, Esq., and engaged in follow-up settlement negotiations attendant to that mediation, which included discussion of a resolution of the *Ekhmies* plaintiffs’ individual claims, which resulted in an agreement between the Parties which the Parties wish to more fully memorialize in this Agreement; and

h) WHEREAS, without admitting any liability, the Parties desire in good faith to forever settle all disputes and to compromise and release Rossi’s individual claims, but not Rossi’s or other plaintiffs’ collective PAGA claims, against loanDepot and related parties as set forth herein;

NOW THEREFORE, in consideration of the promises, covenants, and agreements contained herein and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties further represent and agree as follows:

2. Settlement Payment

Within 15 business days of the Court’s approval of dismissal of claims as discussed in Section 3 below, and upon receipt of the relevant W4 and W9 forms from Rossi and Rossi’s counsel, loanDepot will pay Rossi \$12,233.45 as set forth below (the “Settlement Payment”), in exchange for the following: (a) a release of Rossi’s individual causes of action asserted in the *Ekhmies Action*; (b) a release of Rossi’s claims asserted in the *Rossi Arbitration*; (c) a full release of all other claims as set forth more fully below; and (d) other terms as contained in this Agreement. The Parties expressly agree that while this Agreement settles Rossi’s individual PAGA claims

against loanDepot, this Agreement does not impact Rossi's standing to continue to pursue a representative PAGA claim on behalf of other employees of loanDepot, although the Parties further agree that by entering into this Agreement, the Parties do not waive any defenses or challenges to Rossi's standing that are not based on the execution of this Agreement. The parties agree that disputes over standing shall be determined in the Superior Court presiding over the *Hernandez* Action, and not in any arbitration tribunal, notwithstanding any arbitration agreement signed between the Parties, as an express exception and modification to such arbitration agreement which shall not be interpreted to extend to any other disputes.

The Settlement Payment shall be paid in three checks, as described below:

- a) To "Luis Rossi": \$1,238.13 as compensation for Rossi's gross lost wages less applicable tax and other required holdings and deductions, for which a Form W2 will be issued;
- b) To "Luis Rossi": \$4,952.54 as compensation for Rossi's non-wage claims/penalties/interest, including Rossi's individual PAGA claim, of which the Parties allocate \$214.09 (25% of the PAGA penalties) to Rossi as discussed further below, for which a Form 1099-MISC will be issued to both Rossi and Schneider Wallace Cottrell Konecky LLP;
- c) To "Schneider Wallace Cottrell Konecky LLP Client Trust Account": \$5,400.52 as compensation for Rossi's attorneys' fees and costs, penalties, and interest, for which a Form 1099-MISC will be issued to both Rossi and Schneider Wallace Cottrell Konecky LLP;
- d) To the LWDA: \$642.26, as 75% of the \$856.34 civil penalties allocated to Rossi's individual PAGA claim; as discussed further below.

LoanDepot shall be responsible for any and all employer-side tax obligations related to this settlement. Except for the employer's tax responsibility, Rossi shall be responsible for any and all of Rossi's local, state and federal tax obligations and consequences, including reporting, payment obligations, and any interest and penalties, if any, associated with the Settlement Payment. Neither loanDepot nor loanDepot's counsel are providing any manner of tax or legal advice to Rossi relating to this Agreement. Further, Rossi understands and agrees that Schneider Wallace Cottrell Konecky LLP does not provide any tax advice, and Rossi is not relying on Schneider Wallace Cottrell Konecky LLP for any tax advice.

3. Approval and Dismissal of the *Ekhmies* Action

a) The Parties agree that they will sign and file a jointly-signed request and stipulation for approval of settlement and dismissal of the *Ekhmies* Action, to be prepared by loanDepot and filed with the court in the *Ekhmies* Action pursuant to Labor Code Section 2699(k)(2) within ten business days of the execution by the Parties of this Agreement. Rossi's counsel shall file notice of the settlement of Rossi's individual PAGA claim with the LWDA pursuant to Labor Code Section 2699(k)(2) at the same time that it is submitted to the Court by the Parties.

b) Upon reviewing and approving the Joint Stipulation to Approve the PAGA Settlement described above, the Court in the *Ekhmies* Action will dismiss the *Ekhmies* action with

prejudice, except for the non-individual representative PAGA claims, which will be dismissed without prejudice. The Parties agree to file any and all documents required by the Court to dismiss the *Ekhmies* Action.

c) The Parties agree that Rossi will continue to pursue Rossi's representative PAGA claim via the *Hernandez* Action. To that end, loanDepot agrees to file a joint stipulation with Plaintiffs in *Hernandez* i) to grant Plaintiffs leave to file a Third Amended Complaint adding Rossi as a plaintiff in *Hernandez* with respect to PAGA causes of action only; and ii) that Rossi's representative PAGA claim in the *Hernandez* Third Amended Complaint relate back to the *Ekhmies* First Amended Complaint and Rossi's PAGA notice dated June 1, 2022, as the operative statute of limitations in *Hernandez* with respect to Rossi's representative PAGA claim.

4. Approval and Dismissal of Claims in *Rossi* Arbitration with Prejudice

Within 10 business days after the Court approves the dismissal of the *Ekhmies* Action, Rossi through Rossi's counsel shall request that the Arbitrator dismiss all Rossi's claims against loanDepot in the *Rossi* Arbitration with prejudice. The Parties agree to file any and all documents required by the Arbitrator to dismiss the *Rossi* Arbitration.

5. Waiver of Attorneys' Fees and Costs

Except as expressly set forth in this Agreement, Rossi shall bear his own costs and attorneys' fees incurred in connection with the causes of action #1-8 in the *Ekhmies* Action (the non-PAGA claims), Rossi's individual PAGA claims contained in causes of action #9-10 in the *Ekhmies* Action, and the settlement of claims set forth in this Agreement. Rossi expressly agrees that Rossi has no further claim for attorneys' fees, costs, or expenses against loanDepot or the loanDepot Releasees (as defined below) for the efforts that Rossi and Rossi's representatives undertook in connection with the claims settled through this Agreement, or in connection with the negotiation and achievement of this Agreement.

6. No Admissions of Liability

The Parties are entering into this Agreement for the sole purpose of avoiding the time and expense involved in the continued litigation of the *Ekhmies* Action. This Agreement shall not in any way be construed as an admission by loanDepot that it has acted wrongfully with respect to Rossi or any other person, or as to the value of any claims asserted by Rossi including PAGA claims, nor as an admission by Rossi that the action lacks merit, nor against any party to this Agreement in any manner or extent whatsoever. loanDepot specifically denies any liability to or wrongful acts against Rossi or any other person, on the part of itself, or any of its current or former employees or agents or loanDepot Releasees as defined below.

7. No Filings

Rossi represents that Rossi has not filed any other lawsuit, claim, charge, complaint, or grievance, with any local, state, or federal agency or court other than with the LWDA as described above (Claim No. LWDA-CM-835440-21), and the *Ekhmies* Action, Orange County Superior

Court Case No. 30-2022-01244317. Rossi further affirms that Rossi has no known workplace injury.

7. Entire Compensation

Rossi understands and agrees that this settlement was reached as part of a global mediation and settlement of claims brought by 35 named plaintiffs in the *Ekhmies* Action and a separately filed action titled *Hernandez v. loanDepot.com, LLC*, Orange County Superior Court Case No. 30-2022-01298792, filed December 23, 2022, including the individual claims alleged in related PAGA notices and arbitration demands filed on plaintiffs' behalf (the *Hernandez* Action), who were all represented by Schneider Wallace Cottrell Konecky LLP (Plaintiffs' counsel). The settlement amount to be received by Rossi was reached by prorating the total settlement amount based on Plaintiffs' counsel's analysis of the individual damages incurred by each of the 35 named plaintiffs. Rossi agrees that the settlement amount provided herein shall constitute the entire consideration due to Rossi and his attorneys and is in full and complete satisfaction of any and all claims, demands and/or causes of action Rossi has or may have against loanDepot, as described below in the Release section. Rossi agrees not to seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement, including the Released Claims described below, other than as a PAGA representative in the PAGA collective action described herein. Rossi understands that the full settlement value reached at mediation of all 35 such individual employees' claims was \$500,000.00 including attorneys' fees and costs, and Rossi agrees to the apportionment of that settlement value to Rossi that is set forth in this Agreement. The employees involved in the mediation and settlement are: 1) Nicholas Aguilera, 2) Curtis Allen, 3) Aaron Black, 4) Laura Bright, 5) Jennifer Bursack, 6) Kenneth Chung, 7) Alejandro Colindres, 8) Dana Collins, 9) Chase Cutler, 10) Kenneth Eala, 11) Nasim Edrakian, 12) Mohammad Ekhmies, 13) Christopher Fortman, 14) Constance Gorman, 15) Lilia Hernandez, 16) Ryan Leonardo, 17) Lauren Licas, 18) Ida Luna, 19) Michelle Manesse, 20) Arlene McGee, 21) Shawnda Mesta-Etgen, 22) Antoinette Nicole White, 23) Salvador Ochoa, 24) Noemy Orellana, 25) Joshua Pavelko, 26) April Ponce 27) Susan Pool, 28) Heather Randrup, 29) David Richter, 30) Robert Rodriguez, 31) Luis (Lou) Rossi, 32) Jung Seo, 33) Frank Vasquez, 34) Jennifer Venegas, and 35) Lorina Wilson.

Schneider Wallace Cottrell Konecky LLP warrants and represents that it does not, at the time of execution of this Agreement, represent any individuals in pursuing any current or potential legal employment-related claims against loanDepot other than the 35 employees involved in the settlement group, 8 employees who loanDepot asserts previously released their claims against loanDepot, as well as the non-individual PAGA claims some of these individuals are pursuing in the *Ekhmies* and *Hernandez* Actions. Schneider Wallace Cottrell Konecky LLP agrees that it will continue to abide by the California State Bar's ethical requirement that it will not solicit any employees of loanDepot.

8. Covenant Not to Sue

In consideration for the promises set forth in this Agreement, Rossi promises and agrees on behalf of Rossi and Rossi's representatives not to bring any other judicial claim against loanDepot or the loanDepot Releasees identified below, arising out of Rossi's employment with loanDepot up until the date of this Agreement.

9. Mutual Confidentiality

The Parties agree to maintain the existence and terms of this Agreement confidential, other than with regard to the PAGA-related portion of the settlement only for the submission of payment and related communications to the LWDA for purposes of administering this settlement, and as may be required for any court approval of the PAGA portion of the settlement contained in this Agreement. This provision shall not preclude either party from making such disclosures (1) as are necessary to comply with a valid subpoena or court order; (2) to their attorneys in the *Ekhmies or Hernandez* Actions, their accountants, or tax preparers as necessary for them to comply with law or generally-accepted accounting principles, and/or (3) to Rossi's spouse, if any, provided that all the foregoing individuals must first be informed of this confidentiality provision and agree to be bound thereby; or (4) to, with, or in support of other current or former employees of the Company in collective bargaining with the Company or in engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection. If asked about Rossi's claims against loanDepot, or any settlement with loanDepot, by an outside party, the only response the Parties and their attorneys may make shall be that "The case has resolved."

10. Verification of Employment

Inquiries regarding Rossi's employment at loanDepot shall be directed to loanDepot's third-party employment verification provider, The Work Number, by telephone at 866-604-6572 using Employer Code 100327. The Work Number provides only official employment dates and last job title, and compensation if authorized by Rossi.

11. Release and Waiver of California Civil Code § 1542

Rossi, on behalf of himself/herself and each of Rossi's current or former heirs, successors, agents, employees, representatives, executors and assigns, does hereby irrevocably and unconditionally waive and release and forever discharge loanDepot and its respective subsidiaries, parents, predecessors, successors, assigns, and affiliated or related corporations and entities, past and present, as well as each and all of its and their owners, trustees, officers, directors, managers, shareholders, members, partners, administrators, fiduciaries, representatives, attorneys, assignees, successors, insurers, benefit plans, agents and employees, past and present, and each of them, from and with respect to any and all claims wages, demands, actions, class actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges, grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders, liabilities, injunctive relief, restitution, liquidated damages, and other legal responsibilities of any kind, known or unknown, suspected or unsuspected, unforeseen, unanticipated, or latent, and whether or not concealed or hidden, arising out of Rossi's employment with loanDepot or any law, rule, or regulation related thereto, whether known or unknown, that were asserted, could have been asserted, or could be brought in the *Ekhmies* or *Hernandez* actions, with the sole exception that, as the Parties have agreed, this Agreement does not impact or release Rossi's standing to continue to pursue Rossi's representative PAGA claim on behalf of other employees of loanDepot in the *Hernandez* Action, Orange County Superior Court Case No. No. 30-2022-01298792, although the Parties further agree that by entering into this Agreement the Parties do not waive any defenses or challenges to standing that are not based on the execution of this Agreement.

loanDepot releases all claims against Rossi, known or that reasonably could have been known, at the time of execution of this Agreement, including but not limited to claims for costs, lost income, damages, penalties, wages, overpayments, breach of contract, negligence, liquidated damages, expenses, or any other monetary sums or damages, on behalf of itself and its respective subsidiaries, parents, predecessors, successors, assigns, and affiliated or related corporations and entities, past and present, as well as each and all of its and their owners, trustees, officers, directors, managers, shareholders, members, partners, administrators, fiduciaries, representatives, attorneys, assignees, successors, insurers, benefit plans, agents and employees, past and present, and each of them.

The claims released under this Agreement as discussed above in this Section include, but are not limited to, any and all claims for breach of contract, intentional tort, intentional infliction of emotional distress, violation of any statute, constitution or regulation, including but not limited to any claim under the California Fair Employment and Housing Act ("FEHA"), California Government Code § 12940, the Pregnancy Disability Act of 1978, Title VII of the Civil Rights Act of 1964, the California Family Rights Act ("CFRA"), the Age Discrimination in Employment Act (ADEA), the Civil Rights Act of 1991 (prohibits discrimination), the Family and Medical Leave Act of 1993 ("FMLA"), Retirement Income Security Act of 1974 ("ERISA"), the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") and Cal-COBRA, the Americans with Disabilities Act of 1990 ("ADA"), the Fair Labor Standards Act ("FLSA"), the California Labor Code and Industrial Welfare Commission Wage Orders, California Business & Professions Code § 17200, misappropriation of trade secrets, breach of contract, breach of duty of loyalty, breach of covenant of good faith and fair dealing, intentional or negligent interference with prospective business relations, or any other federal, state or local laws, regulations or ordinances, claims asserted or that could have been asserted in the Lawsuit, any other claims arising out of or in any way connected with Rossi's employment with loanDepot, and any claim for severance pay, bonus, sick or medical leave, holiday pay, reimbursement, vacation pay, life insurance, health or medical insurance or any other fringe benefit, or disability, claims of discrimination, harassment, retaliation, wrongful termination, violation of public policies, application or misapplication of leave policies, failure to accommodate a disability or engage in the interactive process, claims for injuries, wage and hour claims, penalties, and every type of relief (legal, equitable and otherwise) available to Rossi, from the beginning of time to the date Rossi signs this Agreement. This release applies to claims or rights that Rossi may possess either individually or as a class member, collective action member, or member or beneficiary of a representative action, and Rossi waives and releases any right to receive money or benefits from the participation in any class, collective, or representative action settlement or judgment after the date this Agreement is signed that relates in any way to Rossi's employment with loanDepot; provided, however, that this clause shall not bar Rossi from serving as a PAGA representative and receiving an individual service award in the pending PAGA collective litigation.

The Parties hereby covenant and agree that this Release shall constitute a complete and binding judicial bar to the institution and maintenance of any such claims, disputes, lawsuits, and complaints that are herein released. Nothing in this release shall preclude Rossi from filing a charge or complaint with any state or federal government agency or to participate or cooperate in such a matter; Rossi agrees, however, to waive and release any right to seek or receive monetary damages resulting from any such charge or complaint or any action or proceeding.

The Parties each expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the above claims, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims which the Parties do not know or suspect to exist in their favor at the time of execution hereof. Each Party expressly assumes and accepts the risk that any fact with respect to any matter covered by this Agreement could hereafter be found to be other than, or different from, the facts now believed by either of the Parties to be true. The Parties further understand and agree that this Agreement contemplates the extinguishment of any such claims that the Parties have asserted, could have asserted, or could bring, as defined by this Agreement. The Parties agree that the release provisions hereof shall remain effective notwithstanding any such difference in fact.

12. Other Important Terms

a) This Agreement constitutes the entire agreement among the Parties on the matters raised herein, and supersedes all prior discussions and contains all representations and agreements between the Parties relating to the rights herein granted and the obligations herein assumed with respect to the *Ekhmies* Action and the claims discussed herein and their resolution. The Parties' "Employee Confidentiality, Work Product, Intellectual Property, and Non-Solicitation Agreement" and "Mutual Arbitration Agreement," remain in full force and effect and are incorporated by reference into this Agreement. The Parties are expecting to receive nothing other than what is explicitly set forth in this Agreement as a result of execution of this Agreement. No other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party not contained in this written Agreement, shall be enforceable.

b) This Agreement may neither be modified nor amended except in a writing executed by all Parties. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of all Parties. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

c) This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. The Parties represent and acknowledge that this Agreement is given and executed voluntarily and free from duress, and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claim of the Parties or any matters related thereto. Each Party expressly assumes and accepts the risk that any fact with

respect to any matter covered by this Agreement could hereafter be found to be other than, or different from, the facts now believed by either of the Parties to be true. The Parties agree that the release provisions hereof shall remain effective notwithstanding any such difference in fact. This Agreement shall not be subject to attack on the ground that any or all of the theories or factual assumptions used for negotiating purposes are for any reason inaccurate or inappropriate. In addition, the Parties have had access to legal counsel of their choosing. Accordingly, the Parties agree that any rule of law, statute, legal decision, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it, is of no application and is hereby expressly waived, including the benefit of California Civil Code § 1654.

d) Rossi represents and warrants that Rossi has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands or causes of action relating to any matter covered by this Agreement. The terms of this Agreement are, and shall be, binding upon each of the Parties, their subsidiaries, directors, officers, agents, attorneys, successors, and assigns, and upon all other persons and entities claiming an interest in the subject matter hereof through either Party.

e) Each Party respectively represents and warrants that they are fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The Parties agree to use their best efforts promptly to execute and to effectuate the terms herein.

f) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intentions of the Parties. This Agreement shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as applied to contracts made and to be performed entirely within California, except that parole evidence shall not be admissible to vary or modify any of its terms. If any provision herein is held to be void or unenforceable, all other provisions shall nevertheless continue in full force and effect.

g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures or DocuSign signatures shall be deemed valid as if they were inked originals.

h) This Agreement shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as applied to contracts made and to be performed entirely within California, except that parole evidence shall not be admissible to vary or modify any of its terms.

13. Voluntary Agreement

Rossi understands and agrees that Rossi has:

- (a) Had a reasonable time within which to consider this Agreement before executing it;
- (b) Carefully read and fully understands all the provisions of this Agreement;

- (c) Through this Agreement, released loanDepot and the loanDepot Releasees from any and all individual claims that Rossi may have against loanDepot and the loanDepot Releasees as of the Effective Date of this Agreement;
- (d) Knowingly and voluntarily agreed to all of the terms set forth in this Agreement and to be legally bound by the terms set forth herein;
- (e) Through this Agreement, covenanted not to file a claim or action against loanDepot and the loanDepot Releasees, as of the date of signing this Agreement;
- (f) Agreed that the only consideration for Rossi signing this Agreement is set forth herein; and
- (g) Agreed to be legally competent and to have all necessary authority to execute this Agreement for Rossi and accepts full responsibility therefore.

14. Rossi's Release of Age Discrimination Claim

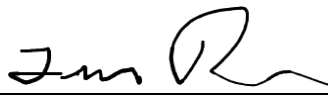
Rossi hereby releases any claims Rossi may have for age discrimination under the Age Discrimination in Employment Act ("ADEA"), the Older Worker's Benefit Protection Act ("OWBPA") and Rossi is hereby advised:

- (a) to consult with an attorney if Rossi desires prior to signing this Agreement;
- (b) that this Agreement does not waive rights or claims that may arise after it is executed by Rossi;
- (c) that Rossi has twenty-one (21) days in which to consider and accept this Agreement by signing and returning this Agreement to Defendant; and
- (d) that, in addition, Rossi has a period of seven (7) days following Rossi's execution of this Agreement in which Rossi may revoke the Agreement. This Agreement will not become effective or enforceable until the seven (7) day revocation period has passed without revocation. If Rossi does not advise Defendant (by communicating such revocation in writing via facsimile and email c/o Julie Trotter, Call & Jensen, 610 Newport Center Drive Suite 700, Newport Beach, CA 92660, Facsimile: 949-717-3100, Email: jtrotter@calljensen.com within such seven (7) day period) of Rossi's intent to revoke the Agreement, Rossi has waived the right to revoke the Agreement, and it will become effective and enforceable.

BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND PROVISIONS AND AGREES TO BE BOUND BY ALL OF THEM.

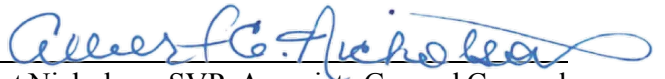
Dated: 12 / 04 / 2023, 2023

Luis Rossi

By: 
Luis Rossi

Dated: December 20, 2023

loanDepot.com, LLC

By: 
Albert Nicholson, SVP, Associate General Counsel