

SETTLEMENT AND RELEASE

1. This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen a/k/a Allen Curtis, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, Mercurious Hanna a/k/a Mercurios Hanna, (collectively “Plaintiffs”), individually and on behalf of all Aggrieved Employees (as defined below), and Defendants loanDepot.com, LLC, a Delaware corporation; LD Holdings Group LLC, a Delaware limited liability company; and Frank Martell, an individual (collectively “Defendants”). Plaintiffs and Defendants are collectively referred to herein as “the Parties.”

2. This Agreement shall be binding on Plaintiffs, on the Aggrieved Employees, on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency (LWDA) and its departments, divisions, commissions, boards, agencies and employees), and on Defendants and Defendants’ present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendants, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

3. “Actions” refers to the following:

- a. As relevant here, the civil action filed by Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo,

Jason Shumski, Jennifer Talley, Jennifer Venegas, , initially filed on December 23, 2022 and last amended on December 28, 2023, entitled Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, and Luis Rossi, each as an individual and on behalf of all other aggrieved employees, v. LOANDEPOT.COM, LLC, a Delaware corporation; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Orange, Case No. 30-2022-01298792-CU-OE-CXC (the “Hernandez” or “Bursack” Action);

- b. The arbitration filed by Plaintiff Mercurious Hanna a/k/a Mercurios Hanna on January 30, 2023, entitled Mercurios Hanna, an individual, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; FRANK MARTELL, an individual; and DOES 1 through 50, inclusive, before JAMS, Case Reference No. 5200000696 (the “Hanna” Arbitration);
- c. The arbitration filed by Plaintiff Christine Gomez Zagorski on January 31, 2023, entitled Christine Gomez Zagorski, an individual, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; FRANK MARTELL, an individual; and DOES 1 through 50, inclusive, before JAMS, Case Reference No. 5200000703 (the “Zagorski” Arbitration);
- d. The arbitration filed by Plaintiff Mena Mansour on April 11, 2023, entitled Mena Mansour, an individual, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; FRANK MARTELL, an individual; and DOES 1 through 50, inclusive, before JAMS, Case Reference No. 5200000786 (the “Mansour” Arbitration);
- e. The civil action filed by Plaintiff Mena Mansour on September 11, 2023, entitled Mena Mansour, individually and on behalf of all other aggrieved employees, v.

LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Los Angeles, Case No. 23SMCV04251 (the “Mansour” Action);

- f. The civil action filed by Plaintiff Christine Gomez Zagorski on September 11, 2023, entitled Christine Gomez Zagorski, individually and on behalf of all other aggrieved employees, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Los Angeles, Case No. 23SMCV04252 (the “Zagorski” Action);
- g. The civil action filed by Plaintiff Peter Chavez on September 20, 2023, entitled Peter Chavez, individually and on behalf of all other aggrieved employees, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Orange, Case No. 30-2023-01350227-CU-OE-CXC (the “Chavez” Action); and
- h. The civil action filed by Plaintiff Mercurious Hanna a/k/a Mercurios Hanna on September 25, 2023, entitled Mercurious Hanna, individually and on behalf of all other aggrieved employees, v. LOANDEPOT.COM, LLC, a Delaware Limited Liability Company; LD Holdings Group LLC, a Delaware Limited Liability Company; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Los Angeles, Case No. 23TRCV03149 (the “Hanna” Action).

4. “PAGA Counsel” and “Plaintiffs’ Counsel” shall refer to Carolyn H. Cottrell, and Ori Edelstein of SCHNEIDER WALLACE COTTRELL KONECKY LLP

5. “Counsel for Defendants” and “Defense Counsel” shall refer to Julie R. Trotter, Jacqueline Beaumont, and Michael Y. Lu, of the law firm, CALL & JENSEN, APC.

6. “Covered Period” shall mean the period from February 25, 2022, through August 22, 2024. “PAGA Representatives” shall refer to Named Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, and Mercurious Hanna a/k/a Mercurios Hanna.

7. “Plaintiffs” shall refer to Named Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, and Mercurious Hanna a/k/a Mercurios Hanna,

8. “Defendants” shall refer to LoanDepot.com, LLC, a Delaware corporation (“LoanDepot”); LD Holdings Group LLC, a Delaware limited liability company (“LD Holdings”); and Frank Martell, an individual (“Martell”).

9. “Court” refers to the Superior Court of the State of California for the County of Orange.

10. “Covered Claims” means claims brought in any of the Actions by Plaintiffs either in their individual capacity or pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code section 2698 *et seq.*, based on alleged violations of the California Labor Code, the California Code of Regulations, the California Business and Professions Code, and/or applicable wage laws, including: California Labor Code sections 201, 202, 204, 204.1, 218, 226, 226.7, 246, 432, 510, 512, 515, 1174, 1182.11, 1182.12, 1193, 1197, 1198, 1198.5, 27512753, 2800, 2802, and 2804; California Code of Regulations, Title 8, sections 11050(4)(C) and 11050(5)(A); California Business and Professions Code section 17200 *et seq.*, Industrial Welfare Commission Order No. 4-2001; and related claims for damages and penalties

under California Labor Code sections 203, 210, 218.5, 218.6, 225.5, 226(e), 226.3, 226.6, 248.5, 256, 558, 558.1, 1174.5, 1194, 1194.2, 1197.1, 1198.5(k), and 2699; California Code of Regulations, Title 8, section 11010 *et seq.*; California Civil Code section 3287; and California Code of Civil Procedure section 1021.5, based on the facts and theories set forth in the Actions for the Covered Period.

11. “Aggrieved Employees” shall mean all current and . former hourly, non-exempt employees of Defendants, including but not limited to loan officers, senior loan officers, lending officers, customer lending representatives, business intelligence analysts, loan consultants, escrow administrators, mortgage loan officers, mortgage consultants, mortgage bankers, loan specialists, loss mitigation specialists, foreclosure specialists, tax specialists, and other employees with similar job duties, who worked in California during the Covered Period. As of the date of this Agreement, there are approximately 2,800 Aggrieved Employees. If there is an increase of 10% or more of the number of Aggrieved Employees prior to the end date of August 22, 2024, provided that Plaintiffs’ Counsel has filed a Motion for Approval with the Court regarding this Agreement, then a proportional escalator provision will be applied about the 10% such that an additional 11% of pay periods within the Covered Period about 2,800 will result in an additional 1% in the Settlement Payment (as defined in Paragraph 39, below), and so forth.

12. “Eligible Pay Periods” shall mean the total number of pay periods that an individual worked as an Aggrieved Employee during the Covered Period, as calculated by that individual’s termination/end date minus that individual’s hire/start date as an Aggrieved Employee, divided by 14, and adding additional subsequent periods as an Aggrieved Employee in the same way.

13. “Settlement” and “Agreement” shall mean this Settlement and Release Agreement.

14. “Effective Date” shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15. “Claims Administrator” means the claims administrator approved by the Court in the order approving the settlement of the Actions. The Parties will request that the Court approve Phoenix Class Action Administration Solutions as the claims administrator.

II. NATURE OF ACTIONS

16. The Hernandez/Bursack Action:

- i. As relevant here, on August 31, 2022, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, and Curtis Allen sent the LWDA and Defendant LoanDepot notice of their intent to pursue a representative action against Defendant LoanDepot pursuant to PAGA on behalf of themselves, the State of California, and a group of aggrieved employees. This notice was assigned LWDA-CM-905419-22. As relevant here, on August 31, 2022, Plaintiffs Joshua Pavelko and Robert Rodriguez sent the LWDA and Defendant LoanDepot notice of their intent to pursue a representative action against Defendant LoanDepot pursuant to PAGA on behalf of themselves, the State of California, and a group of aggrieved employees. This notice was assigned LWDA-CM-905422-22.
- j. As relevant here, on December 22, 2022, Plaintiffs Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, and Edward Liu sent the LWDA and Defendant LoanDepot notice of their intent to pursue a representative action against Defendant LoanDepot pursuant to PAGA on behalf of themselves, the State of California, and a group of aggrieved employees. This notice was assigned LWDA-CM-925817-22.
- k. As relevant here, on December 22, 2022, Plaintiffs Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, and Jennifer Venegas sent the LWDA and Defendant LoanDepot notice of their intent to pursue a representative action against Defendant LoanDepot pursuant to PAGA on behalf of themselves, the State of California, and a group of aggrieved employees. This notice was assigned LWDA-CM-925821-22.
- l. As relevant here, on December 23, 2022, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero,

Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, and Jennifer Venegas commenced a representative action under PAGA for alleged California Labor Code violations (as further explained herein) on behalf of themselves and other allegedly aggrieved employees in the Superior Court of the State of California for the County of Orange, captioned Hernandez v. loanDepot.com, LLC, Case No. 30-2022-01298792-CU-OE-CXC (now referred to as Bursack v. loanDepot.com, LLC following the dismissal of former Plaintiff Lilia Hernandez).

- m. As relevant here, on December 30, 2022, Plaintiffs Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, and Jennifer Venegas amended their December 22, 2022 PAGA notice (LWDA-CM-925817-22) to add Plaintiff Frank Vasquez.
- n. As relevant here, on December 30, 2022, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, and Jennifer Venegas filed a First Amended Complaint in the Hernandez Action.
- o. As relevant here, on January 31, 2023, Plaintiffs Laura Bright, Ryan Leonardo, and Karyn Stevens sent the LWDA and Defendant LoanDepot notice of their intent to pursue a representative action against Defendant LoanDepot pursuant to PAGA on behalf of themselves, the State of California, and a group of aggrieved employees, which was assigned LWDA-CM-932857-23.
- p. As relevant here, on April 21, 2023, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, and Jennifer Venegas filed a Second Amended Complaint in the Hernandez Action, adding Plaintiffs Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, and Karyn Stevens.

- q. As relevant here, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, and Defendant LoanDepot engaged in a full day of mediation on June 20, 2023 with a respected wage and hour mediator, Steve Pearl, Esq., as a result of which the aforementioned Plaintiffs agreed to settle their individual claims against Defendant LoanDepot, but not their representative PAGA claims. As a part of the settlement, the Parties stipulated to add Plaintiff Luis Rossi—who had originally been named as a plaintiff in a separate case brought by Plaintiffs’ Counsel in the Superior Court of the State of California for the County of Orange, captioned *Ekhmies v. loanDepot.com, LLC*, Case No. 30-2022-01244317-CU-OE-CXC, asserting similar claims to those in the Hernandez Action, and in which a First Amended Complaint had been filed on June 6, 2022 adding a PAGA cause of action on behalf of Plaintiff Rossi based on a PAGA notice sent to the LWDA and Defendant LoanDepot on June 1, 2022 (LWDA-CM-835440-21)—as a representative PAGA plaintiff to the Hernandez Action, and to release his individual claims against Defendant LoanDepot.
- r. On December 28, 2023, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, and Luis Rossi filed a Third Amended Complaint in the Hernandez Action, adding Plaintiff Rossi to the Action and asserting only the aforementioned Plaintiffs’ remaining representative PAGA claims against Defendant LoanDepot.

17. The *Zagorski* Arbitration

- s. On December 6, 2022, Plaintiff Christine Gomez Zagorski sent Defendants a written demand for arbitration in which she asserted various individual claims alleging violations of the California Labor Code, the California Business and Professions Code, and applicable wage laws. On January 30, 2023, Defendants submitted Plaintiff Zagorski's Demand for Arbitration to JAMS, and on February 7, 2023, a copy of her duly executed Arbitration Agreement. The arbitration was initiated as JAMS Case Reference No. 520000703.
- t. On February 21, 2023, Defendants moved to dismiss LD Holdings and Martell from the arbitration. Plaintiff Zagorski filed her opposition on July 6, 2023, and Defendants lodged their reply on July 13, 2023. The arbitrator heard oral argument on July 21, 2023. On September 5, 2023, the arbitrator granted Defendants' motions to dismiss LD Holdings and Martell from the arbitration without prejudice.

18. The *Mansour* Arbitration

- u. On March 22, 2023, Plaintiff Mena Mansour sent Defendants a written demand for arbitration in which he asserted various individual claims alleging violations of the California Labor Code, the California Business and Professions Code, and applicable wage laws. On April 11, 2023, Defendants submitted Plaintiff Mansour's Demand for Arbitration and his duly executed Arbitration Agreement to JAMS, which initiated the arbitration as JAMS Case Reference No. 520000786.
- v. On April 24, 2023, Defendants moved to dismiss LD Holdings and Martell from the arbitration. Plaintiff Mansour filed his opposition on August 22, 2023, and Defendants lodged their reply on September 8, 2023. On November 10, 2023, the arbitrator issued a tentative ruling granting Defendants' motions to dismiss LD Holdings and Martell from the arbitration without prejudice. This tentative ruling became final on December 19, 2023.

19. The *Mansour* Action

- w. On July 6, 2023, Plaintiff Mena Mansour sent the LWDA and Defendants notice of his intent to pursue a representative action against Defendants pursuant to PAGA on behalf of

himself, the State of California, and a group of aggrieved employees. The notice was assigned LWDA-CM-966574-23.

- x. On September 11, 2023, after a minimum of sixty-five (65) days had passed without a response from the LWDA to his written notice, Plaintiff Mansour commenced a representative action under PAGA against Defendants LoanDepot and LD Holdings for alleged California Labor Code violations (as further explained herein) on behalf of himself and other allegedly aggrieved employees in the Superior Court of the State of California for the County of Los Angeles, captioned *Mansour v. loanDepot.com, LLC*, Case No. 23SMCV04251.
- y. On November 15, 2023, Plaintiff Mansour and Defendants LoanDepot and LD Holdings stipulated to submit Plaintiff Mansour's individual PAGA claim to binding arbitration in the *Mansour* Arbitration, alongside Plaintiff Mansour's individual California Labor Code claims. Per this stipulation, Plaintiff Mansour and Defendants LoanDepot and LD Holdings also agreed to stay Plaintiff Mansour's representative PAGA claim in court until thirty (30) days after the completion of his individual arbitration.

20. The *Zagorski* Action

- z. On July 6, 2023, Plaintiff Christine Gomez Zagorski sent the LWDA and Defendants notice of her intent to pursue a representative action against Defendants pursuant to PAGA on behalf of herself, the State of California, and a group of aggrieved employees. The notice was assigned LWDA-CM-966535-23.
- aa. On September 11, 2023, after a minimum of sixty-five (65) days passed without a response from the LWDA to her written notice, Plaintiff Zagorski commenced a representative action under PAGA against Defendants LoanDepot and LD Holdings for alleged California Labor Code violations (as further explained herein) on behalf of herself and other allegedly aggrieved employees in the Superior Court of the State of California for the County of Los Angeles, captioned *Zagorski v. loanDepot.com, LLC*, Case No. 23SMCV04252.

bb. On November 15, 2023, Plaintiff Zagorski and Defendants LoanDepot and LD Holdings stipulated to submit Plaintiff Zagorski's individual PAGA claim to binding arbitration in the *Zagorski* Arbitration, alongside Plaintiff Zagorski's individual California Labor Code claims. Per this stipulation, Plaintiff Zagorski and Defendants LoanDepot and LD Holdings also agreed to stay Plaintiff Zagorski's representative PAGA claim in court until thirty (30) days after the completion of her individual arbitration.

21. The *Chavez* Action

cc. On July 12, 2023, Plaintiff Peter Chavez sent the LWDA and Defendants LoanDepot and LD Holdings notice of his intent to pursue a representative action against Defendants LoanDepot and LD Holdings pursuant to PAGA on behalf of himself, the State of California, and a group of aggrieved employees. The notice was assigned LWDA-CM-967996-23. On September 19, 2023, Plaintiff Chavez amended this notice to add Defendant Martell.

dd. On September 20, 2023, after a minimum of sixty-five (65) days had passed without a response from the LWDA to his original written notice, Plaintiff Chavez commenced a representative action under PAGA against Defendants LoanDepot and LD Holdings for alleged California Labor Code violations (as further explained herein) on behalf of himself and other allegedly aggrieved employees in the Superior Court of the State of California for the County of Orange, captioned *Chavez v. loanDepot.com, LLC*, Case No. 30-2023-01350227-CU-OE-CXC.

ee. On October 11, 2023, Plaintiff Chavez sent Defendants a written demand for arbitration in which he asserted various individual claims alleging violations of the California Labor Code, the California Business and Professions Code, and applicable wage laws. To date, Plaintiff Chavez's Demand for Arbitration has not yet been filed with JAMS.

22. The *Hanna* Action

ff. On July 18, 2023, Plaintiff Mercurious Hanna a/k/a Mercurios Hanna sent the LWDA and Defendants notice of his intent to pursue a representative action against Defendants

pursuant to PAGA on behalf of himself, the State of California, and a group of aggrieved employees. The notice was assigned LWDA-CM-969164-23.

gg. On September 25, 2023, after a minimum of sixty-five (65) days had passed without a response from the LWDA to her written notice, Plaintiff Hanna commenced a representative action under PAGA against Defendants LoanDepot and LD Holdings for alleged Labor Code violations (as further explained herein) on behalf of himself and other allegedly aggrieved employees in the Superior Court of the State of California for the County of Los Angeles, captioned *Hanna v. loanDepot.com, LLC*, Case No. 23TRCV03149.

hh. On November 15, 2023, Plaintiff Hanna and Defendants LoanDepot and LD Holdings stipulated to submit Plaintiff Hanna's individual PAGA claim to binding arbitration in the *Hanna* Arbitration, alongside Plaintiff Hanna's individual California Labor Code claims. Per this stipulation, Plaintiff Hanna and Defendants LoanDepot and LD Holdings also agreed to stay Plaintiff Hanna's representative PAGA claim in court until thirty (30) days after the completion of his individual arbitration.

23. After all the Actions were filed, the Parties engaged in informal discovery and arms' length settlement discussions. Through the exchange of information and attendant discussions between the Parties, Plaintiffs learned that the number of Aggrieved Employees as of May 2024 was approximately 2,800 (including Plaintiffs). Plaintiffs also reviewed time and wage records and relevant policies that applied to Defendant LoanDepot's employees.

24. The Parties engaged in a full day of mediation on May 21, 2024, with a respected wage and hour mediator, Brian Sinclair, at which the Parties agreed to settle the Actions on the terms set out in this Agreement.

25. Plaintiffs and PAGA Counsel contend that they have diligently pursued an investigation of the Aggrieved Employees' claims against Defendants through informal discovery.

26. Defendants contend that they are not liable for Plaintiffs' claims and alleged penalties.

27. The Parties recognize that the issues presented in the Actions are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have considered the risk and uncertainty of the outcome inherent in any litigation.

28. Based on their own independent investigations and evaluations, including a full day of mediation on May 21, 2024 with a respected wage and hour mediator, Brian Sinclair, Plaintiffs, Defendants, and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiffs, the Aggrieved Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation and the remedial steps Defendants allege.

29. The purpose of this Agreement is to settle and compromise the Actions and all Covered Claims that Plaintiffs and the Aggrieved Employees have against Defendants and the Releasees (as defined below).

30. Thus, in consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiffs, on behalf of themselves and the Aggrieved Employees, agree to settle and compromise the Actions and the Covered Claims, subject to the terms and conditions set forth in this Agreement.

III. TERMS OF SETTLEMENT

31. Neither the existence of this Agreement nor anything contained in this Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that any of

the Actions was properly brought other than for settlement purposes. Settlement of the Actions, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement of the Actions: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the operative Complaint in any of the Actions; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Agreement; and (d) shall not constitute or be deemed a waiver of any right of to compel arbitration of any dispute with an Aggrieved Employee that is not the subject of the releases detailed in this Agreement.

32. The Parties agree that upon full execution of this Agreement, the matter is stayed in its entirety except for any filings and/or motion work necessary to attain Court approval of the Agreement. Should the Court not grant approval of the Motion for Approval of the Settlement and Release Agreement, or of the Stipulation for Approval of the Settlement and Release Agreement, the stay will be lifted five (5) days thereafter and the Parties will be restored to their positions prior to the Agreement and the Agreement shall be null and void.

33. The Amount of Settlement. As consideration for the settlement described herein and the release contained in this Agreement, Defendants agree to pay a total settlement of \$1,451,000.00 ("Settlement Payment"), which is due from Defendants to be paid to the Claims Administrator five business days after the Effective Date. The Settlement Payment will be allocated as follows:

- ii. A total of \$35,000.000 to PAGA Representatives, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, and Mercurious Hanna a/k/a Mercurios Hanna, allocated in the amount

of \$15,000.00 to Luis Rossi and \$5,000.00 each to Mena Mansour, Christine Gomez Zagorski, Peter Chavez, and Mercurious Hanna a/k/a Mercurios Hanna, as their enhancement payment, subject to Court approval, in recognition of their actions in conferring a benefit upon the State of California and their effort and work in prosecuting the Actions on behalf of the PAGA Group, and in exchange for their execution of a full release of all claims against Defendants and dismissal of the Actions (the “Enhancement Payments”);

jj. PAGA Counsel’s attorney fees in an amount/percentage not exceeding \$507,849.99 and subject to Court Approval;

kk. PAGA Counsel’s request for cost reimbursements in an amount not exceeding \$40,000.00 and subject to Court Approval;

ll. Administrative costs to the Claims Administrator, for an amount not exceeding \$14,500.00 and subject to Court Approval, to distribute monies to Aggrieved Employees; and

mm. The remainder of the Settlement Payment in the amount after deducting items (ii), (jj), (kk), and (ll), herein shall be designated as “PAGA Penalties,” to be allocated 75% to the LWDA and the remaining 25% to the Aggrieved Employees pursuant to California Labor Code section 2699(i) as outlined below.

34. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis as set forth below. The anticipated total “PAGA Penalty Fund” will be \$853,650.01. Seventy-Five percent (75%) of the PAGA Penalty Fund (anticipated to be \$640,237.51) will be paid to the LWDA as required by California Labor Code section 2699(i). The remaining Twenty-Five percent (25%) of the PAGA Penalty Fund (anticipated to be \$213,412.50) will be distributed to Aggrieved Employees on a pro-rata basis based on the formula set forth below. Each Aggrieved Employee’s pro-rata share of the PAGA Penalty Fund represents their Individual Settlement Payment.

nn. Individual Settlement Calculation. The Aggrieved Employees shall receive a pro rata share of the PAGA Penalty Fund allocated to Aggrieved Employees. Each Aggrieved Employee

shall receive a pro rata value equal to the ratio of (a) the number of Eligible Pay Periods worked by that employee to (b) the total number of Eligible Pay Periods worked by all employees included in the Aggrieved Employee group. All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099.

oo. Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual Settlement Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the Aggrieved Employees.

35. PAGA Counsel's Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request Court approval of up to thirty-five percent (35%) of the Settlement Payment (anticipated to be \$507,849.99) in attorneys' fees and costs. PAGA Counsel will request cost reimbursement in the amount of up to \$40,000.00 for costs incurred by PAGA Counsel. If the Court approves a lesser amount for attorneys' fees and/or costs, the difference shall be allocated to the PAGA Penalty Fund and distributed pro rata accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims, including but not limited to securing Court approval of the settlement, appearing at hearings, making sure that the settlement is fairly and properly administered, appearing at any post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Defendants agree not to oppose the request for PAGA Counsel Fees & Costs in the amounts listed herein, or in lesser amounts.

36. Tax Treatment of Settlement Amounts. With regards to settlement payments to Aggrieved Employees and Plaintiffs, IRS Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs

acknowledge that they have obtained no tax advice from Defendants, or from PAGA Counsel, and that neither PAGA Counsel, Defendants, nor Defendants' attorneys have made any representations concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Neither PAGA Counsel nor Defendants are responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

37. Release of Claim:

pp. Release of Claims By All Aggrieved Employees. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective on the Effective Date, each Aggrieved Employee (including Plaintiffs), shall, for the Covered Period, fully release and forever release and discharge Defendants, Defendants' past or present officers, directors, shareholders, members, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and Defendants' respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendants (all such released persons and entities, collectively, "Releasees") from any and all PAGA penalty claims under California Labor Code section 2698 *et seq.* for the time period starting on February 25, 2022, and ending on the Effective Date that were or could have been asserted in any of the Actions or in the notice letter(s) that each of the Plaintiffs sent to the Labor

and Workforce Development Agency regarding their claims against Defendants based on the facts and legal theories asserted therein.

qq. Release of All Claims By Plaintiffs. Except as otherwise provided herein, in exchange for the consideration described herein, Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, and Mercurious Hanna a/k/a Mercurios Hanna,, on their own behalf and on behalf of their descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, “Releasors”), hereby covenants not to sue and fully and unconditionally forever releases and discharges the Releasees from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, penalties, and expenses, including, but not limited to, attorneys’ fees and disbursements, or offsets of any nature whatsoever (collectively, “Claims”) that Releasors now have, have had, or may hereafter have against Defendants and/or the Releasees arising out of the Parties’ relationship or the cessation of this relationship, including but not limited to those claims arising out of or relating to (i) Plaintiffs’ performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, (v) rights arising out of alleged violations of any contracts, express or implied; (vi) any covenant of good faith and fair dealing, express or implied; (vii) any tort; (viii) any legal restrictions on Defendants’ right to terminate employees; and (ix) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: claims asserted in any of the Plaintiffs’ individual arbitrations filed against Defendants and/or the Releasees, claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income

Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business and Professions Code, and any other applicable state or federal law which took place prior to the Effective Date. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiffs in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, participating as named plaintiffs in class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under California Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred and by this Agreement and Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, Mercurious Hanna a/k/a Mercurios Hanna, acknowledge their familiarity with California Civil Code § 1542, which is expressly waived by Plaintiffs Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen,

Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, Mercurious Hanna a/k/a Mercurios Hanna, California Civil Code § 1542 reads 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.

- rr. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiffs cannot, by statute, lawfully waive by this agreement.

This agreement does not apply to claims or rights that any Plaintiff may possess as a non-named or representative class member, collective action member, or member or beneficiary of a representative action, and nor does amount to a waiver or release of 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 Plaintiffs' employment with LoanDepot.

V. APPROVAL PROCESS

38. The Parties recognize that in accordance with California Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis ("Approval Stipulation"). Plaintiffs' Counsel shall prepare this Agreement for approval with the Court following the Court's procedures, and the Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the Approval Stipulation or motion. If (a) the Parties are unable, following good faith

effort, to obtain approval of the terms of the Agreement, or (b) the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, Individual Payments, Enhancement Payments, or administrative costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. ADMINISTERING THE SETTLEMENT

39. Subject to the Court approval of this Agreement, the Settlement Payment shall be paid as follows:

40. No later than ten (10) calendar days after the Effective Date, Defendants shall provide the Claims Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing the (1) name; (2) last known home address and telephone number; (3) social security number; and (4) the number of pay periods for each Aggrieved Employee during the Covered Period. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time.

41. Not later than five business days after the Effective Date, Defendants will fund to the Claims Administrator a total of \$1,451,000.00 ("Settlement Payment").

42. Not later than thirty (30) calendar days after the Settlement Payment has been funded, the Claims Administrator will cause payment of checks consistent with allocations outlined in Paragraphs 39 and 40.

43. Concurrently with sending each Aggrieved Employee their share of the Settlement Amount, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as Exhibit A) along with each Aggrieved Employee's check. The Claims Administrator

shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Claims Administrator. For each returned check/notice that is returned as undeliverable, the Claims Administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database.

44. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the Claims Administrator will send the uncashed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

45. (1) On July 11, 2024, Plaintiffs' Counsel amended the PAGA notices submitted on behalf of Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis, Allen, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, and Luis Rossi to the LWDA by Plaintiffs (and subsequently amended), and assigned LWDA-CM-925817-22, LWDA-CM-905419-22, LWDA-CM-925821-22, LWDA-CM-905422-22, LWDA-CM-932857-23, and LWDA-CM-835440-21. and (2) on Sept. 16, 2024 (after 65 days after the amended PAGA notice have passed), Plaintiff's counsel shall filed an amended version of the Third Amended Complaint filed on December 28, 2023 in the *Hernandez* Action, to include: a; California Labor Code sections 1193 under the facts and theories raised regarding Defendants' alleged failure to pay Plaintiffs and the other Aggrieved Employees all wages owed, including minimum and overtime wages; California Labor Code sections 510 and 1198 under the facts and theories raised regarding Defendants' alleged failure to timely pay Plaintiffs and the other Aggrieved Employees all wages owed during the course of their employment; California Labor Code section 1174 under the facts

and theories raised regarding Defendants' alleged failure to provide Plaintiffs and the other Aggrieved Employees with accurate, itemized wage statements; California Labor Code section 1194.2 for damages sought in connection with Plaintiffs and the other Aggrieved Employees' claims for unpaid minimum wages; California Labor Code section 2804 under the facts and theories raised regarding Defendants' alleged failure to reimburse Plaintiffs and the other Aggrieved Employees for their work-related expenses; California Labor Code sections 225.5 for civil penalties related to the claims/facts raised in Plaintiffs' PAGA notice and/or Third Amended Complaint; and all necessary factual statements in support of the foregoing California Labor Code allegations.

46. The amendments described in Paragraph 51, above, shall not be submitted to the LWDA or filed with any court without the approval of Defense Counsel. Once all the amendments described in Paragraph 51, above, have been agreed to by the Parties, Plaintiffs' Counsel shall submit the amended PAGA notice (LWDA-CM-925817-22, LWDA-CM-905419-22, LWDA-CM-925821-22, LWDA-CM-905422-22, LWDA-CM-932857-23, and LWDA-CM-835440-21) to the LWDA.

47. Not earlier than sixty-six (66) days after the submission of the amended PAGA notice (LWDA-CM-925817-22, LWDA-CM-905419-22, LWDA-CM-925821-22, LWDA-CM-905422-22, LWDA-CM-932857-23, and LWDA-CM-835440-21) to the LWDA, Plaintiffs' Counsel shall file a Fourth Amended Complaint in the *Hernandez* Action that includes all the amendments described in Paragraph 51, above.

48. Simultaneously with the filing of the Fourth Amended Complaint in the *Hernandez* Action, the Parties shall jointly apply to the Court for an Order Seeking Approval of the Settlement and Release Agreement via Stipulation. Plaintiffs' Counsel shall draft this Stipulation. If the Court requires a motion, then Plaintiffs shall file a Motion for Approval of the Settlement and Release Agreement. Plaintiffs' Counsel shall draft any such Motion, and Defendants agree not to oppose such Motion other than to the extent it deviates from this Agreement. In addition, Plaintiffs'

Counsel shall be responsible for providing timely notice of the Settlement to the LWDA in accordance with California Labor Code section 2699(l)(2).

49. The Motion for Approval of the Settlement and Release Agreement, and/or the Stipulation for Approval of the Settlement and Release Agreement, will request Court approval of the following:

- ss. Approving the Individual Payments;
- tt. Approving the Enhancement Payments;
- uu. Approving the amount of PAGA Penalties;
- vv. Dismissing the Actions in their entirety with prejudice;
- ww. Waiving all rights to appeal;
- xx. Approving PAGA Counsel's attorneys' fees and costs;
- yy. Approving the Claims Administrator's costs; and
- zz. Approving the Releases provided in exchange for the Individual Payments, Enhancement Payments, and PAGA Penalties.

50. In conjunction with the Motion for Approval of the Settlement and Release Agreement, and/or the Stipulation for Approval of the Settlement and Release Agreement, the Parties shall submit a Proposed Order requesting approval of the PAGA Penalties provided for in the Agreement. Plaintiffs' Counsel shall draft the Proposed Order.

VIII. PARTIES' AUTHORITY

51. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

52. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to

this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the approval of this Agreement from the Court.

X. NO PRIOR ASSIGNMENTS

53. The Parties hereto represent, covenant, 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 rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiffs' Counsel), or Defense Counsel without the express written consent of every other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XI. NO ADMISSION

54. Nothing contained herein nor the consummation of this Agreement is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Releasees. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in any of the Actions. This Agreement is entered into solely for the purpose of

compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants.

XII. NON-EVIDENTIARY USE

55. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Agreement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendants or against any of the Releasees in any further proceeding in any of the Actions, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Agreement pursuant to this Agreement or for Defendants to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XIII. NULLIFICATION

56. If (a) the LWDA timely objects or (b) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs), or (c) the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

57. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by him/her/it arising out of any of the Actions, and shall not seek reimbursement thereof from any other party to this Agreement.

XV. CONSTRUCTION

58. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs (on behalf of themselves and all other Aggrieved Employees) and Defendants regarding actual or potential claims asserted by Plaintiffs against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiffs with Defendants, if any, all of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVI. CAPTIONS AND INTERPRETATIONS

59. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

XVII. MODIFICATION

60. This Agreement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVIII. MISCELLANEOUS

61. This Agreement contains the entire agreement between the Parties relating to the settlement of the Covered Claims and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

62. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Agreement shall be binding on all aggrieved employees and the State of California who will be barred from relitigating the claims released in this Agreement.

63. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile, and may be signed using DocuSign or other similar electronic signature platform.

64. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

65. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

66. The Los Angeles County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

67. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual Settlement Payment.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: 09 / 08 / 2024 _____



Jennifer Bursack, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Michelle Manesse, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Natasha Gilman, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

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DATED: _____

Jennifer Bursack, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 10 / 2024

Michelle Manesse

Michelle Manesse, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Natasha Gilman, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

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Representative of other Aggrieved Employees

DATED: _____

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DATED: _____

Natasha Gilman, for herself and as a
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DATED: _____

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DATED: _____

Jennifer Bursack, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Michelle Manesse, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Natasha Gilman, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 08 / 2024



Curtis Allen a/k/a Allen Curtis, for himself and as a
Representative of other Aggrieved Employees

DATED: 09 / 16 / 2024



Joshua Pavelko, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Constance Gorman, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Melinda Guerrero, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Kenneth Chung, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Lisa Flower, for herself and as a Representative
of other Aggrieved Employees

DATED: _____

Edward Liu, for himself and as a Representative
of other Aggrieved Employees

DATED: _____

Marvin Menefee, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Curtis Allen a/k/a Allen Curtis, for himself and
as a Representative of other Aggrieved
Employees

DATED: _____

Joshua Pavelko, for himself and as a
Representative of other Aggrieved Employees

DATED: 09 / 08 / 2024 _____



Constance Gorman, for herself and as a
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DATED: _____

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Lisa Flower, for herself and as a Representative
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as a Representative of other Aggrieved
Employees

DATED: _____

Joshua Pavelko, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Constance Gorman, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 11 / 2024 _____

 _____
Melinda Guerrero, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Kenneth Chung, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Lisa Flower, for herself and as a Representative
of other Aggrieved Employees

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DATED: _____

Melinda Guerrero, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 09 / 2024



Kenneth Chung, for himself and as a
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Representative of other Aggrieved Employees

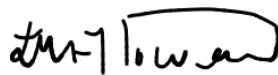
DATED: _____

Melinda Guerrero, for herself and as a
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DATED: 09 / 09 / 2024



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DATED: 09 / 11 / 2024



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Representative of other Aggrieved Employees

DATED: _____

Constance Gorman, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Melinda Guerrero, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Kenneth Chung, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Lisa Flower, for herself and as a Representative
of other Aggrieved Employees

DATED: _____

Edward Liu, for himself and as a Representative
of other Aggrieved Employees

DATED: 09 / 12 / 2024



Marvin Menefee, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Curtis Allen a/k/a Allen Curtis, for himself and
as a Representative of other Aggrieved
Employees

DATED: _____

Joshua Pavelko, for himself and as a
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Marvin Menefee, for himself and as a
Representative of other Aggrieved Employees

DATED: 09 / 08 / 2024



Heather Randrup, for herself and as a
Representative of other Aggrieved Employees

Heather Randrup, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 13 / 2024 _____

Jung u seo

Jung Seo, for himself and as a Representative of
other Aggrieved Employees

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Jung Seo, for himself and as a Representative of other Aggrieved Employees

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Jason Shumski, for himself and as a Representative of other Aggrieved Employees

DATED: 09 / 11 / 2024



Jennifer Talley, for herself and as a Representative of other Aggrieved Employees

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DATED: _____

Jennifer Venegas, for herself and as a
Representative of other Aggrieved Employees

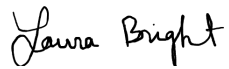
DATED: _____

Frank Vasquez, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Robert Rodriguez, for himself and as a
Representative of other Aggrieved Employees

DATED: 09 / 12 / 2024 _____



Laura Bright, for herself and as a
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Robert Rodriguez, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Laura Bright, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 21 / 2024 _____



Ryan Leonardo, for himself and as a
Representative of other Aggrieved Employees

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Heather Randrup, for herself and as a
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DATED: _____

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other Aggrieved Employees

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Jason Shumski, for himself and as a
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Jennifer Talley, for herself and as a
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DATED: _____

Jennifer Venegas, for herself and as a
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Frank Vasquez, for himself and as a
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DATED: _____

Robert Rodriguez, for himself and as a
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DATED: _____

Laura Bright, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

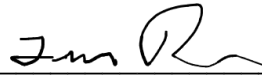
Ryan Leonardo, for himself and as a
Representative of other Aggrieved Employees

DATED: 09 / 16 / 2024



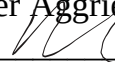
Karyn Stevens, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 09 / 2024 _____



Luis Rossi, for himself and as a Representative
of other Aggrieved Employees

DATED: 09 / 24 / 2024 _____



Mena Mansour, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Christine Gomez Zagorski, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Peter Chavez, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

Mercurious Hanna a/k/a Mercurios Hanna, for
himself and as a Representative of other
Aggrieved Employees

DATED: _____

LOANDEPOT.COM, LLC.,
a Delaware Limited Liability Company

By: _____

Title & Name: _____

APPROVED AS TO FORM ONLY:

DATED: _____

SCHNEIDER WALLACE COTTRELL
KONECKY, LLP

DATED: 09 / 27 / 2024

Christine Zagorski (Gomez)

Christine Gomez Zagorski, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Peter Chavez, for himself and as a Representative of
other Aggrieved Employees

DATED: _____

Mercurious Hanna a/k/a Mercurios Hanna, for
himself and as a Representative of other Aggrieved
Employees

DATED: Sep 9, 2024

LOANDEPOT.COM, LLC.,
a Delaware Limited Liability Company

By: *Gregg Smallwood*

Title & Name: Gregg Smallwood, Chief Legal
Officer

APPROVED AS TO FORM ONLY:

DATED: 9/16/2024

SCHNEIDER WALLACE COTTRELL
KONECKY, LLP

By: *Carolyn Cottrell*
Carolyn H. Cottrell, Esq.

DATED: _____

Christine Gomez Zagorski, for herself and as a
Representative of other Aggrieved Employees

DATED: 09 / 27 / 2024

Peter Chavez

Peter Chavez, for himself and as a Representative of
other Aggrieved Employees

DATED: _____

Mercurious Hanna a/k/a Mercurios Hanna, for
himself and as a Representative of other Aggrieved
Employees

DATED: Sep 9, 2024

LOANDEPOT.COM, LLC.,
a Delaware Limited Liability Company

By: *Gregg Smallwood*

Title & Name: Gregg Smallwood, Chief Legal
Officer

APPROVED AS TO FORM ONLY:

DATED: 9/16/2024

SCHNEIDER WALLACE COTTRELL
KONECKY, LLP

By: *Carolyn Cottrell*
Carolyn H. Cottrell, Esq.

DATED: _____

Christine Gomez Zagorski, for herself and as a
Representative of other Aggrieved Employees

DATED: _____

Peter Chavez, for himself and as a Representative of
other Aggrieved Employees

DATED: 09 / 30 / 2024



Mercurious Hanna a/k/a Mercurios Hanna, for
himself and as a Representative of other Aggrieved
Employees

DATED: Sep 9, 2024

LOANDEPOT.COM, LLC.,
a Delaware Limited Liability Company

By: Gregg Smallwood

Title & Name: Gregg Smallwood, Chief Legal
Officer

APPROVED AS TO FORM ONLY:

DATED: 9/16/2024

SCHNEIDER WALLACE COTTRELL
KONECKY, LLP


By: _____
Carolyn H. Cottrell, Esq.

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Bursack et. al. v. LoanDepot.com, LLC, Superior Court of California, County of Orange,

Case No. 30-2022-01298792-CU-OE-CXC

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen a/k/a Allen Curtis, Joshua Pavelko, Constance Gorman, Melinda Guerrero, Kenneth Chung, Lisa Flower, Edward Liu, Marvin Menefee, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Frank Vasquez, Robert Rodriguez, Laura Bright, Ryan Leonardo, Karyn Stevens, Luis Rossi, Mena Mansour, Christine Gomez Zagorski, Peter Chavez, Mercurious Hanna a/k/a Mercurios Hanna (“Plaintiffs”) against LoanDepot.com, LLC (collectively “Defendant”). Enclosed is your payment from the settlement of the case.

You have been identified as one of the Covered Employees covered by the above-captioned case. According to Defendant’s records, you are a current or former hourly, non-exempt employee of the Defendant who worked within the State of California during the period between February 25, 2022 and August 22, 2024 (the “Covered Period”).

Plaintiffs, who are also Covered Employees, filed the above-captioned lawsuit against Defendant under the Private Attorneys General Act of 2004 (“PAGA,” at California Labor Code § 2699), alleging that Defendant failed to provide Covered Employees meal and rest breaks, pay and all wages owed for work done before and after shifts (including minimum and overtime wages), reimburse work expenses, maintain and furnish accurate records, provide accurate itemized wage statements, and timely pay all wages due upon termination. Plaintiffs sought civil penalties on behalf of all Covered Employees who worked for any of the Defendants during the Covered Period.

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL].

The Court has not made a determination regarding Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by Defendant.

Defendant maintains that it complied with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to Defendant’s records, you worked for Defendant during <<EligiblePayPeriods>> Eligible Pay Periods during the Covered Period. Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to cash it. However, the Claims Administrator will send the funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in your name. Your check is subject to taxation as required by law.

Each individual PAGA payment was calculated on a *pro rata* (i.e., proportional) basis based on the number of Eligible Pay Periods in which each Covered Employee worked for Defendant during the Covered Period, divided

by the total number of Eligible Pay Periods in which all Covered Employees worked for Defendant during the Covered Period.

III. RELEASE

The Court approved the parties' settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the settlement, in exchange for the individual PAGA payments to Covered Employees and the LWDA Settlement Proceeds Payment to the Labor & Workforce Development Agency ("LWDA"), the State of California and all Covered Employees (including Plaintiffs), shall fully release and forever release and discharge Defendants, Defendants' past or present officers, directors, shareholders, members, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and Defendants' respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendants (all such released persons and entities, collectively, "Releasees") from any and all PAGA penalty claims under California Labor Code section 2698 et seq. for the time period starting on February 25, 2022, and ending on the Effective Date that were or could have been asserted in any of the Actions or in the notice letter(s) that each of the Plaintiffs sent to the Labor and Workforce Development Agency regarding their claims against Defendants based on the facts and legal theories asserted therein.

The Released Claims **do not** include any claims or actions to enforce this Settlement, wage claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period.

Pursuant to the settlement, enclosed is a check for your share of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA regardless of if you cash your check or not.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administrators, toll free at [redacted] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, Civil Code §§ 1500 *et seq.*, in the name of the Covered Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator at [phone number], [mailing address/PO Box] with questions.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit <https://civilwebshopping.occourts.org/Search.do#searchAnchor>, enter the Case No. 30-2022-01298792-CU-OE-CXC, and review the entire public docket of this Lawsuit. Note that to view the documents you have to purchase them.