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HOMESIDE FINANCIAL, LLC

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

RYAN GENTILE, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOMESIDE FINANCIAL, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2021-01217575-CU-OE-CXC

[Related to Case No. 30-2021-01230333-
CU-OE-CXC]

Assigned for All Purposes to:
Judge Peter Wilson
Dept. CX-101

**JOINT STIPULATION TO AMEND
[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS/PAGA ACTION SETTLEMENT
AND; AMENDED [PROPOSED] ORDER**

1 WHEREAS, on January 19, 2023, Plaintiff moved the Court for Preliminary Approval of
2 the Class/PAGA Action Settlement.

3 WHEREAS, on June 13, 2023, the Court granted Plaintiff's Motion for Preliminary
4 Approval, and set the hearing date for the final fairness and approval motion on November 16,
5 2023.

6 WHEREAS, included in Plaintiff's Motion for Preliminary Approval was the fully
7 executed settlement that defined "Class" (Article 1, Definition (c)) as "all current and former
8 non-exempt employees who are or were employed by Defendant in California at any time
9 during the Class Period."

10 WHEREAS, the parties inadvertently did not include the correct definition of "Class" that
11 was based on the fully executed Memorandum of Agreement ("MOA") which defines Class
12 as:

13
14 The Settlement Class Members means all current and former non-exempt employees of
15 Defendant and **all current and former Senior Loan Officers – Outside Sales and Loan**
16 **Officers – Outside Sales who worked in California during the Covered Period (or if any**
17 **such person is incompetent, deceased, or unavailable due to military service, the person's**
18 **legal representative or successor in interest evidenced by reasonable verification). The**
"Settlement Class Members" shall not include any person who submits a timely and valid
request for exclusion. (Emphasis Added.)

19 WHEREAS, the effect of this mistake was that 17 class members were not included in
20 the updated class list that was to be provided to the settlement administrator. These 17 class
21 members are "Senior Loan Officers – Outside Sales and Loan Officers – Outside sales" as
22 mentioned in paragraph 6 of the MOA.

23 WHEREAS, at mediation, the parties bargained for and agreed to a settlement that
24 included the "Senior Loan Officers – Outside Sales and Loan Officers – Outside sales" as
25 members of the Class. Plaintiff was formerly employed with Defendant as a Loan Officer, his
26 claims are typical of the newly-defined class.

1 WHEREAS, the parties executed a revised settlement agreement that that includes the
2 amended definition of “class”, which is attached to the Declaration of Daniel E. Ishu in support
3 thereof.

4 WHEREAS, the parties mutually agree that the Order Granting Plaintiff’s Motion for
5 Preliminary Approval of the Class Action Settlement should be modified to include the above-
6 mentioned definition of “Class” to include the “Senior Loan Officers – Outside Sales and Loan
7 Officers – Outside sales”

8 IT IS THEREFORE STIPULATED AND AGREED, by and between the parties,
9 through their respective counsel, as follows:

10. The Amended [Proposed] Order, to be reviewed and signed by the Court, should include the
11 following definition of “Class”:

12
13 The Settlement Class Members means all current and former non-exempt employees of
14 Defendant and all current and former Senior Loan Officers – Outside Sales and Loan Officers
15 – Outside Sales who worked in California during the Covered Period (or if any such person is
16 incompetent, deceased, or unavailable due to military service, the person’s legal representative
17 or successor in interest evidenced by reasonable verification). The “Settlement Class Members”
18 shall not include any person who submits a timely and valid request for exclusion.

17 Dated: July 21, 2023

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19 By: 

Daniel E. Ishu

Attorney for Plaintiff Ryan Gentile

23 Dated: July 21, 2023

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

25 By: 

Aaron H. Cole

Catherine L. Brackett

Attorney for Defendant Homeside Financial, LLC