

Exhibit A

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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 Sandra Medina, individually and on
behalf of others similarly situated, and
17 on behalf of the general public,

18 Plaintiff,

19 v.

20 Evolve Mortgage Services, LLC,

21 Defendant.
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Case No. 8:21-cv-01338 CJC (JDEx)

**AMENDED JOINT STIPULATION OF
COLLECTIVE ACTION
SETTLEMENT, PAGA SETTLEMENT,
AND RELEASE**

Complaint Filed: August 13, 2021
Trial Date: September 19, 2023

District Judge: Hon. Cormac J. Carney
Courtroom 9B, Santa Ana
Magistrate Judge: Hon. John D. Early
Courtroom 6A, Santa Ana

1 This Joint Stipulation of Collective Action Settlement, PAGA Settlement, and
2 Release (“Stipulation of Settlement” or “Settlement Agreement”) is made by and
3 between plaintiff Sandra Medina (“Plaintiff”), individually and on behalf of all others
4 similarly situated, and defendant Evolve Mortgage Services, LLC (“Evolve” or
5 “Defendant”) (collectively with Plaintiff, the “Parties”), and their respective counsel
6 of record, subject to the terms and conditions herein and the Court’s approval. This
7 Settlement Agreement is intended to fully, finally, and forever compromise, release,
8 resolve, discharge, and settle the released claims subject to the terms and conditions
9 set forth in this Settlement Agreement. Upon final approval of this Settlement
10 Agreement by the Court, and any related motions, the instant action shall be
11 dismissed in its entirety with prejudice.

12 **I. DEFINITIONS**

13 As used in this Settlement Agreement, the following terms have the meanings
14 specified below:

15 1. “Action” or “Lawsuit” means the case *Sandra Medina v. Evolve*
16 *Mortgage Services, LLC*, Case No. 8:21-cv-01338 CJC (JDEx), pending in the United
17 States District Court for the Central District of California.

18 2. “Administration Costs” means the actual and direct costs reasonably
19 charged by the Settlement Administrator, CPT Group, for its services in
20 administering the Settlement, currently projected by the Parties not to exceed Sixteen
21 Thousand Five Hundred Dollars (\$16,500.00).

22 3. “California Period” is the period beginning August 13, 2017 through and
23 including December 31, 2021.

24 4. “California Released Claims” means all claims, debts, liabilities,
25 demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees,
26 damages, actions, or causes of action of whatever kind or nature, whether known or
27 unknown, contingent or accrued, that Plaintiff and the FLSA Collective Members
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1 who worked in California have or may have brought against the Released Parties
2 based on the facts alleged in the Complaint and/or First Amended Complaint during
3 the California Period for unpaid overtime, meal period premiums, wage statement
4 penalties, waiting time penalties, PAGA penalties, statutory liquidated damages, and
5 attorneys' fees and costs, including, but not limited to, any claims under California
6 Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512, 558,
7 1194, 1198, and 2698, *et seq.* based on alleged violations of these Labor Code
8 provisions, as well as claims under California Code of Civil Procedure section
9 1021.5, California Business & Professions Code section 17200, *et seq.*, and the
10 applicable Industrial Welfare Commission Wage Orders, or any similar state or local
11 law.

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13 5. "Claimants" means those FLSA Collective Members who submit a
14 timely FLSA Opt-In Form.

15 6. "Collective" means the FLSA Collective. Members of the Collective are
16 referred to herein as "Collective Members."

17 7. "Collective Counsel" means Plaintiff's counsel, Matthew Helland and
18 Daniel Brome of Nichols Kaster LLP.

19 8. "Complaint" means the operative First Amended Complaint in the
20 Lawsuit.

21 9. "Contingency Fund" means the amount of Ten Thousand Dollars
22 (\$10,000.00) that will be reserved from the Gross Settlement Value to resolve any
23 potential disputes by FLSA Collective Members or to otherwise effectuate the
24 purposes of this Agreement. Any unused portion of the Contingency Fund after the
25 close of the check cashing period shall be tendered to Bet Tzedek as *cy pres* recipient.

26 10. "Court" means the United States District Court for the Central District of
27 California.

1 11. “Defendant” means defendant Evolve Mortgage Services, LLC.

2 12. “Defendant’s Counsel” means the law firm of Ogletree, Deakins, Nash,
3 Smoak & Stewart, P.C.

4 13. “Fee and Expense Award” means such award of fees and expenses as the
5 Court may authorize to be paid to Collective Counsel for the services they have
6 rendered and will render to Plaintiff and the FLSA Collective in the Lawsuit. The
7 Fee and Expense Award will not exceed 25% of the Gross Settlement Value,
8 amounting to One Hundred Forty Three Thousand Seven Hundred Fifty Dollars
9 (\$143,750.00), plus Collective Counsel’s actual out-of-pocket expenses in
10 prosecuting this Lawsuit, which will not exceed Nine Thousand Five Hundred Dollars
11 (\$9,500.00).

12 14. “Final Approval” means that the Final Approval Order and Judgment
13 have been entered by the Court.

14 15. “Final Approval Order” means the Order Granting Final Approval of
15 Settlement, which shall be submitted with the motion for final approval.

16 16. “FLSA Collective” means those individuals who are or were employed
17 by Evolve in the United States as non-exempt employees eligible for commission or
18 other non-discretionary incentive pay, and who were paid overtime and non-
19 discretionary incentive pay in the same pay period at least once, at any time between
20 August 13, 2018 and December 31, 2021. Members of the FLSA Collective are
21 referred to herein as “FLSA Collective Members.”

22 17. “FLSA Collective Period” is the period beginning August 13, 2018
23 through December 31, 2021.

24 18. “FLSA Collective Released Claims” means all claims, debts, liabilities,
25 demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees,
26 damages, actions, or causes of action of whatever kind or nature, whether known or
27 unknown, contingent or accrued, that Plaintiff and the FLSA Collective Members
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1 have or may have brought against the Released Parties based on the facts alleged in
2 the Complaint and/or First Amended Complaint during the FLSA Collective Period
3 for unpaid overtime in violation of the Fair Labor Standards Act, 29 U.S.C. section
4 201 *et seq.* and the corresponding Department of Labor Regulations, 29 C.F.R.
5 section 785 *et seq.* and 778 *et seq.*, including, but not limited to, any claims for
6 unpaid wages, economic damages, liquidated damages, other monies, or other relief.

7 19. “FLSA Collective Action Notice” means the Court-approved form of
8 notice to FLSA Collective Members, substantially in the form as **Exhibit 1**, attached
9 hereto.

10 20. “Notice Packet” means the FLSA Collective Action Notice (**Exhibit 1**),
11 and FLSA Opt-In Form (**Exhibit 2**).

12 21. “Notice Period” means the forty-five (45) calendar day period following
13 the date on which the Settlement Administrator first mails the FLSA Notice Packet to
14 the FLSA Collective Members.

15 22. “FLSA Opt-In Deadline” means the date forty five (45) calendar days
16 following the date on which the Settlement Administrator first mails the FLSA Notice
17 Packet to the FLSA Collective Members.

18 23. “FLSA Opt-In Form” means a consent form in substantially the form as
19 **Exhibit 2** (Individualized for Distribution) or **Exhibit 3** (for posting on settlement
20 website), attached hereto.

21 24. “FLSA Settlement Fund” means the portion of the Gross Settlement
22 Value allocated to settle the claims of those FLSA Collective Members who submit
23 timely FLSA Opt-In Forms. The FLSA Settlement Fund shall comprise a maximum
24 of Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars
25 (\$383,750.00); however, Evolve will not be responsible for, and will not be required
26 to pay, any portion of the FLSA Settlement Fund that is allocated to FLSA Collective
27 Members who do not submit timely FLSA Opt-In Forms.

25. “Gross Settlement Value” means the maximum amount of Five Hundred Seventy Five Thousand Dollars (\$575,000.00) that Defendant shall pay as a result of this Stipulation of Settlement, plus the employer’s share of Payroll Taxes, as defined below. Under no circumstances will Defendant be responsible for paying more than \$575,000 plus the employer’s share of Payroll Taxes in connection with this Settlement.

26. “Individual Settlement Payment” means the portion of the PAGA Payment and/or FLSA Settlement Fund, as applicable, distributable to each Claimant.

27. “Judgment” means the form of judgment entered by the Court, which shall be submitted to the Court with the motion for final approval.

28. “Mediator” means Susan Eisenberg, Esq.

29. “PAGA Payment” means the sum of Four Thousand Dollars (\$4,000.00), which shall be allocated from the Gross Settlement Value to pay all applicable penalties under PAGA to the Labor and Workforce Development Agency (“LWDA”). By statute, seventy-five percent (75%) of the PAGA Payment (*i.e.*, Three Thousand Dollars (\$3,000.00)) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (*i.e.*, One Thousand Dollars (\$1,000.00)) shall be paid to the PAGA Members who worked for Defendant between August 13, 2020 and December 31, 2021.

30. “PAGA Members” are all individuals who are or were employed by Evolve as non-exempt employees eligible for commission or other non-discretionary incentive pay in the State of California, and who were paid both (a) overtime and/or meal period premiums, and (b) non-discretionary incentive pay in the same pay period at least once, at any time between August 13, 2020 and December 31, 2021.

31. “PAGA Released Claims” means all PAGA claims, whether known or unknown, contingent or accrued, that Plaintiff and the PAGA Members have or may have brought pursuant to the California Private Attorneys General Act of 2004

1 (“PAGA”) against the Released Parties based on the facts alleged in the Complaint,
2 the First Amended Complaint, and/or Plaintiff’s PAGA Notice Letter dated
3 September 3, 2021 (attached to the First Amended Complaint as Exhibit C) based on
4 alleged violations of unpaid overtime, failure to provide meal periods and/or meal
5 period premiums, failure to provide accurate itemized wage statements, failure to pay
6 wages upon separation of employment, civil penalties, and attorneys’ fees and costs,
7 based on alleged violations of California Labor Code sections 201, 202, 203, 204,
8 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, and 1198, and the applicable Industrial
9 Welfare Commission Wage Orders, during the PAGA Period.

10 32. “Parties” means Plaintiff, the FLSA Collective, and Defendant,
11 collectively.

12 33. “Payment Obligation and Release Date” means after all of the following
13 events have occurred: (i) the Court has finally approved the Settlement Agreement
14 and has signed and entered an Order so indicating; (ii) the Court has entered an
15 Approval Order dismissing this Action on the merits and with prejudice, with
16 continuing jurisdiction limited to enforcing the Settlement Agreement; and if any
17 objections have been filed, (iii) the time for appeal of the Approval Order has either
18 run without an appeal being filed or any appeal filed (including any requests for
19 rehearing *en banc*, petitions for certiorari, or appellate review) has been finally
20 resolved and the Court’s Approval has been upheld. Defendant will not pay any
21 money until after the Settlement Agreement is finally approved by the Court and the
22 time for any appeal related to the Settlement has expired, if any timely objections
23 have been filed.

24 34. “Payroll Taxes” means the employer’s portion of FICA, FUTA, and all
25 other state and federal payroll taxes.

26 35. “Plaintiff” means Sandra Medina.

27 36. “Preliminary Approval” means that the Court has entered an order
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1 preliminarily approving the terms and conditions of this Stipulation of Settlement,
2 including the manner of providing notice to FLSA Collective Members.

3 37. “Released Parties” means and refers to Evolve Mortgage Services, LLC
4 and all of Evolve Mortgage Services, LLC’s current or former parent companies,
5 subsidiary companies and/or related companies, partnerships, joint ventures, and/or
6 staffing agencies, and, with respect to each of them, all of their and/or such related
7 entities’ predecessors and successors, and, with respect to each such entity, all of its
8 past, present, and future employees, officers, partners, principals, directors,
9 stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee
10 benefit programs (and the trustees, administrators, fiduciaries, and insurers of such
11 programs), and any other persons acting by, through, under, or in concert with any of
12 the persons or entities listed in this subsection, and their successors.

13 38. “Service Award” means the sum paid to plaintiff Sandra Medina in
14 recognition of her efforts in obtaining the benefits of the Settlement, which sum shall
15 be paid from and not in addition to the Gross Settlement Value. The Service Award
16 shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

17 39. “Settlement” means the terms and conditions set forth in this Stipulation
18 of Settlement or Settlement Agreement.

19 40. “Settlement Administrator” means CPT Group, or any other third-party
20 class action settlement administrator agreed to by the Parties and approved by the
21 Court for the purposes of administering this Settlement.

22 **II. THE INSTANT ACTION**

23 41. Plaintiff Sandra Medina commenced this Lawsuit by filing, on August
24 13, 2021, a complaint against Defendant in *Sandra Medina v. Evolve Mortgage*
25 *Services, LLC*, Case No. 8:21-cv-01338 CJC (JDEx), in the United States District
26 Court for the Central District of California, asserting a claim against Defendant for
27 failure to pay overtime compensation in violation of the Fair Labor Standards Act
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1 (“FLSA”) on behalf of a putative nationwide class of current and former employees,
2 as well as putative class action claims against Defendant under California law for
3 failure to pay overtime compensation; failure to pay proper meal period premiums;
4 failure to provide accurate wage statements; waiting time penalties; and unfair
5 competition. (ECF No. 1.) Plaintiff’s claims arise from Defendant’s alleged failure
6 to include non-discretionary incentive pay in the regular rate for purposes of
7 calculating overtime and meal period premiums. In connection with the Complaint,
8 Plaintiff filed a Consent Form pursuant to the FLSA. (ECF No. 1-1.) On September
9 21, 2021, Defendant timely filed its Answer to Plaintiff’s Complaint. (ECF No. 13.)
10 Pursuant to the Parties’ stipulation and Order of the Court (ECF Nos. 17, 18.),
11 Plaintiff filed a First Amended Complaint (“FAC”) on November 15, 2021, alleging
12 the same claims and allegations asserted in the original Complaint and adding a claim
13 for civil penalties under PAGA based on the alleged underlying California Labor
14 Code violations. (ECF No. 19.) On November 19, 2021, Defendant timely filed its
15 Answer to Plaintiff’s FAC. (ECF No. 20.)

16 42. With respect to all complaints filed in the Lawsuit, Plaintiff asserts her
17 claims on behalf of herself and other purportedly similarly situated current and former
18 employees of Defendant who worked as non-exempt employees and were eligible for
19 commission or other non-discretionary incentive pay during the applicable statute of
20 limitations period, either as a purported nationwide collective action pursuant to 29
21 U.S.C. § 216(b) or purported class action pursuant to Fed. R. Civ. P. 23 for current
22 and former employees who worked in California. This Stipulation of Settlement does
23 *not* include a class action release under Fed. R. Civ. P. 23.

24 43. Defendant denies the allegations in the Complaint and First Amended
25 Complaint and has asserted a number of affirmative defenses regarding the merits.
26 Defendant expressly denies any and all charges of wrongdoing or liability arising out
27 of any of the acts, omissions, facts, matters, transactions, or occurrences alleged, or
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1 that could have been alleged, in the Action. Defendant contends that it has at all
2 relevant times complied with applicable local, state, and federal laws relating to the
3 payment of wages and provision of premium payments with respect to FLSA
4 Collective Members. Because Defendant contends that it has complied with its
5 obligations under federal and state laws, Defendant contends that Plaintiff's claims
6 for unpaid wages, premiums, and related and derivative claims are meritless.
7 Defendant also denies that the asserted claims are appropriate for collective action
8 treatment, class treatment under Fed. R. Civ. P. 23, or PAGA representative action
9 treatment, except pursuant to a settlement, due to the intractable management
10 problems and issues of individualized proof (such as individualized issues regarding
11 the amount of hours worked based on discrepancies between time records and
12 computer activity data), that would have been associated with a collective action,
13 class-wide trial, and/or PAGA representative action trial.

14 44. Collective Counsel has conducted an extensive investigation into the
15 facts of the Action and the Plaintiff's and FLSA Collective Members' claims,
16 including through informal discovery, informal disclosures between the Parties, and
17 other investigations undertaken by counsel for Plaintiff. Furthermore, the Parties
18 engaged in extensive negotiations and exchange of data, documents, and information
19 in connection with the mediation. As a result, Collective Counsel has concluded that
20 the Settlement Agreement is fair, reasonable, and adequate and is in the best interest
21 of the FLSA Collective in light of all known facts and circumstances, including the
22 likely damages, risk of significant delay, risk that the Action would not proceed on a
23 collective or class action basis, defenses asserted by Defendant, and numerous
24 potential appellate issues.

25 45. Defendant denies each and all of the claims in this Action. Nevertheless,
26 Defendant has concluded that further conduct of the Action would be protracted and
27 expensive. Defendant, therefore, has determined that it is desirable and beneficial
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1 that the Action be settled in the manner and upon the terms and conditions set forth in
2 the Settlement Agreement. Neither this Settlement Agreement, nor any document
3 referred to or contemplated herein, nor any action taken to carry out this Settlement
4 Agreement, is, may be construed as, or may be used as an admission, concession, or
5 indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

6 **III. SETTLEMENT OF THE LAWSUIT AND ITS COMPONENTS**

7 46. Solely for Settlement purposes, Plaintiff agrees to seek, and Defendant
8 consents to, certification by the Court of the FLSA Collective as a collective action
9 pursuant to 29 U.S.C. § 216(b). Should, for whatever reason, the Court not grant
10 Final Approval, the Parties' stipulation to collective certification as part of the
11 Settlement shall become null and void *ab initio* and shall have no bearing on, and
12 shall not be admissible in connection with, the issue of whether or not certification
13 would be appropriate in a non-settlement context. Defendant expressly reserves its
14 rights in this regard and declares that it intends to oppose collective and/or class
15 certification vigorously should this Settlement not be granted Final Approval.

16 47. The Settlement in this Lawsuit shall have the following components: (1)
17 the PAGA Payment; (2) the FLSA Settlement Fund, which will include Individual
18 Settlement Payments to FLSA Collective Members who submit timely FLSA Opt-In
19 Forms; (3) the Service Award; (4) the Fee and Expense Award; (5) the
20 Administration Costs; (6) the Contingency Fund; and (7) the employer's share of
21 Payroll Taxes. With the sole exception of the employer's share of Payroll Taxes, all
22 of these components are included in, and shall be deducted from, the Gross
23 Settlement Value.

24 a. PAGA Payment: The Gross Settlement Value includes a total of
25 Four Thousand Dollars (\$4,000) to settle the PAGA Claims.

26 b. FLSA Settlement Fund: The Gross Settlement Value includes up
27 to Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars
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1 (\$383,750.00) to settle the claims of those FLSA Collective Members who submit
2 timely FLSA Opt-In Forms. Evolve will not be responsible for, and will not be
3 required to pay, any portion of the FLSA Settlement Fund that is allocated to FLSA
4 Collective Members who do not submit timely FLSA Opt-In Forms.

5 c. Payroll Taxes: The Gross Settlement Value excludes the Payroll
6 Taxes, which shall be paid by Defendant separate and apart from the Gross
7 Settlement Value. The Payroll Taxes will be computed by the Settlement
8 Administrator based on the amounts paid to the Claimants, in the manner set forth in
9 Paragraph 53(e). The Settlement Administrator shall be responsible for making all
10 necessary payments and government filings in connection with such payments.

11 d. Calculation Of The Individual Settlement Payments: The Parties
12 shall have the authority and obligation to calculate the amounts of Individual
13 Settlement Payments for each FLSA Collective Member in accordance with the
14 methodology set forth in this Stipulation of Settlement and orders of the Court.
15 Defendant contends that the claims for relief in the Lawsuit are extremely difficult to
16 determine with any certainty for any given year, or at all, and are subject to myriad
17 differing calculations and formulas. The Parties agree that the formula for allocating
18 the Individual Settlement Payments to Claimants provided herein is reasonable and
19 that the payments provided herein are designed to provide a fair settlement to such
20 persons.

21 It shall be the responsibility of the Settlement Administrator to timely and
22 properly withhold from the Individual Settlement Payments payable to Claimants all
23 applicable payroll and employment taxes, and to prepare and deliver the necessary tax
24 documentation and, thereafter, to cause the appropriate deposits of withholding taxes
25 and informational and other tax return filing to occur. Each Claimant's share of all
26 applicable payroll and employment taxes withheld and deposited with the applicable
27 governmental authorities in accordance with this Stipulation of Settlement shall be a
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1 part of, and paid out of, the Individual Settlement Payment to each Claimant. Each
2 Claimant will be responsible for their individual state, local, and federal income tax
3 liability on all amounts the Claimant receives pursuant to this Stipulation of
4 Settlement.

5 The Parties have agreed that the Individual Settlement Payments will be
6 calculated based on Defendant's payroll data, which was provided to Collective
7 Counsel during these negotiations. Collective Counsel, with assistance from
8 Defendant's Counsel, has calculated each FLSA Collective Member's potential
9 damages for each pay period in the relevant statute of limitations. Collective Counsel
10 calculated potential overtime damages by dividing non-discretionary incentive pay by
11 the total number of hours worked in each pay period, multiplying that hourly rate by
12 0.5, and then multiplying that overtime rate by the number of overtime hours worked
13 in the pay period. To achieve an equitable allocation of settlement funds, overtime
14 claims were given a 100% weighting, with approximately 5% additional weighting to
15 account for potential liquidated damages. Collective Counsel also calculated
16 potential PAGA penalties, meal period premiums, waiting time penalties, and wage
17 statement penalties per the Labor Code and PAGA for FLSA Collective Members
18 who worked in California. Based on evaluation of the reasonable likelihood of
19 success on the various claims, for Collective Members who worked in California,
20 California meal period premiums were weighted at approximately 10%; waiting time
21 and wage statement penalties were weighted at approximately 10% each; and PAGA
22 penalties were weighted at approximately 5%. These numbers are all approximate
23 and may fluctuate as counsel finalizes the allocation.

24 The Parties further agree to request that the Settlement Administrator agrees to
25 indemnify Defendant for any security breach it suffers or causes relating to the
26 personal information of Defendant's employees contained in any of the data that
27 Defendant provides to the administrator for purposes of settlement administration.

1 e. Characterization Of And Taxes On Individual Settlement

2 Payments: The Individual Settlement Payments for the Claimants who worked in
3 California will be allocated as follows: Thirty-three percent (33%) to settlement of
4 wage claims, which will be subject to required payroll tax withholdings; and sixty-
5 seven percent (67%) to settlement of claims for penalties and interest, which will be
6 paid without withholding any amount. The portion allocated to wages shall be
7 reported on an IRS Form W-2, and the portion allocated to penalties and interest shall
8 be reported on an IRS Form 1099.

9 PAGA payments to PAGA Members will be treated as 1099 statutory penalties.

10 The Individual Settlement Payments for the Claimants in the FLSA Collective
11 will be allocated as follows: Fifty percent (50%) to settlement of wage claims, which
12 will be subject to required payroll tax withholdings; and fifty percent (50%) to
13 settlement of claims for liquidated damages, interest, and/or statutory penalties, which
14 will be paid without withholding any amount. The portion allocated to wages shall be
15 reported on an IRS Form W-2, and the portion allocated to liquidated damages,
16 interest, and statutory penalties shall be reported on an IRS Form 1099.

17 f. Allocation Of Unclaimed Funds: Defendant will not be
18 responsible for, and will not be required to pay, any portion of the FLSA Settlement
19 Fund that is allocated to FLSA Collective Members who do not timely submit an
20 FLSA Opt-In Form.

21 g. Service Award: Defendant agrees not to challenge Collective
22 Counsel's request for a Service Award to Plaintiff. The Service Award will be paid
23 in addition to Plaintiff's Individual Settlement Payment. Should the Service Award
24 approved by the Court be less than the amount sought, the difference shall be
25 distributed, *pro rata*, prior to the allocations to the Claimants. An IRS Form 1099
26 will be issued to Plaintiff in connection with the Service Award. In the event that the
27 Court reduces or does not approve the requested Service Award, Plaintiff and
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1 Collective Counsel shall not have the right to revoke the Settlement, and it shall
2 remain binding.

3 h. Collective Counsel's Fees And Costs: Collective Counsel may
4 seek approval of up to twenty-five percent (25%) of the Gross Settlement Value in
5 attorneys' fees, plus litigation costs. Should the Fee and Expense Award approved by
6 the Court be less than the amount sought, the difference shall be distributed, *pro rata*,
7 prior to distribution of settlement funds to Claimants. Any attorneys' fees attributable
8 to members of the FLSA Collective who do not opt-in shall be allocated, *pro rata*, to
9 Claimants, with 25% of that amount allocated to Collective Counsel as fees. This
10 reallocation is subject to Court approval at the final settlement approval hearing, and
11 is meant to ensure that Collective Counsel's fees do not exceed 25% of the amount
12 actually paid by Defendant in connection with in the settlement. Form 1099s will be
13 issued to Collective Counsel. Payment of the Fee and Expense Award to Collective
14 Counsel shall constitute full satisfaction of any obligation to pay any amounts to any
15 person, attorney, or law firm for attorneys' fees, expenses, or costs in the Lawsuit
16 incurred by any attorney on behalf of Plaintiff or the Collective, and shall relieve
17 Defendant and Defendant's Counsel of any other claims or liability to any other
18 attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of
19 them may claim to be entitled on behalf of Plaintiff and/or the Collective. Upon
20 receipt of the Fee and Expense Award, Collective Counsel, Plaintiff, and the FLSA
21 Collective will be deemed to have released Defendant from any and all claims for
22 fees and costs resulting from the Lawsuit. In the event that the Court reduces or does
23 not approve the requested Fee and Expense Award, Plaintiff and Collective Counsel
24 shall not have the right to revoke the Settlement, and the Settlement will remain
25 binding.

26 **IV. RELEASE BY FLSA COLLECTIVE MEMBERS WHO WORKED IN**
27 **CALIFORNIA**
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1 48. As of the Payment Obligation and Release Date, the FLSA Collective
2 Members who worked in California and who return a Consent Form to become
3 Claimants in the Settlement will be deemed to have, and by operation of the Final
4 Approval Order and Judgment, will have, expressly waived and released the Released
5 Parties of the California Released Claims and the FLSA Release Claims to the fullest
6 extent permitted by the law. The settlement checks issued shall include an explicit
7 endorsement on the back with language as follows: “By cashing, depositing, or
8 otherwise negotiating this check, I consent and opt-in to become a plaintiff for
9 settlement purposes, and understand that I am bound by the release of claims
10 contained in the Settlement Agreement and Release approved by the United States
11 District Court for the Central District of California, in the lawsuit titled *Medina v.*
12 *Evolve Mortgage Services, LLC*, Case No. 8:21-cv-01338-CJC-JDE.”

13 The Individual Settlement Payments shall be paid to FLSA Member Claimants who
14 worked in California specifically in exchange for the release of the Released Parties
15 from the California Released Claims and the FLSA Collective Released Claims.

16 **V. RELEASE BY THE FLSA COLLECTIVE**

17 49. As of the Payment Obligation and Release Date, the FLSA Collective
18 Members who submit a timely and valid FLSA Opt-In Form will fully release the
19 FLSA Collective Released Claims. The settlement checks issued shall include an
20 explicit endorsement on the back with language as follows: “By cashing, depositing,
21 or otherwise negotiating this check, I consent and opt-in to become a plaintiff for
22 settlement purposes, and understand that I am bound by the release of claims
23 contained in the Settlement Agreement and Release approved by the United States
24 District Court for the Central District of California, in the lawsuit titled *Medina v.*
25 *Evolve Mortgage Services, LLC*, Case No. 8:21-cv-01338-CJC-JDE.” The Individual
26 Settlement Payments shall be paid to FLSA Collective Members who submit a timely
27 and valid FLSA Opt-In Form specifically in exchange for the release of the Released
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Parties from the FLSA Collective Released Claims.

VI. RELEASE AS TO ALL PAGA MEMBERS

50. As of the Payment Obligation and Release Date, Plaintiff, on her own behalf and on behalf of the State of California and all PAGA Members will fully release the Released Parties from the Released PAGA Claims, whether known or unknown.

VII. RELEASE OF ADDITIONAL CLAIMS & RIGHTS BY PLAINTIFFS

51. General Release By Plaintiff. As of the Payment Obligation and Release Date, in consideration of the consideration set forth in this Settlement Agreement, and the mutual covenants and promises set forth herein, Plaintiff, for herself and her heirs, successors, and assigns, waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, to the extent permitted by law, of whatever nature, whether known or unknown, that exist or may exist on Plaintiff's behalf as of the date of full execution of this Settlement Agreement (*i.e.*, the date that this Settlement Agreement is signed by all of the signatories hereto), including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state, local, or other governmental statute, law, regulation, or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other federal or state wage-and-hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act ("ADEA"), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California

1 Family Rights Act, the Family Medical Leave Act, California's Whistleblower
2 Protection Act, California Business & Professions Code section 17200 *et seq.*, and
3 any and all claims arising under any federal, state, local, or other governmental
4 statute, law, regulation, or ordinance.

5 Plaintiff hereby further expressly waives and relinquish any and all claims,
6 rights, or benefits that she may have under California Civil Code section 1542, which
7 section provides as follows: "***A general release does not extend to claims that the***
8 ***creditor or releasing party does not know or suspect to exist in his or her favor at***
9 ***the time of executing the release and that, if known by him or her, would have***
10 ***materially affected his or her settlement with the debtor or released party.***"

11 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
12 which she now knows or believes to exist, but she expressly agrees to fully and
13 finally settle and release any and all claims against the Released Parties, known or
14 unknown, suspected or unsuspected, that exist or may exist on behalf of, or against,
15 the other at the time of full execution of this Settlement Agreement (*i.e.*, the date that
16 this Settlement Agreement is signed by all of the signatories hereto), including, but
17 not limited to, any and all claims relating to, or arising from, Plaintiff's employment
18 with Defendant. It is Plaintiff's intention to settle fully and release all of the claims
19 she now has or may have against the Released Parties, whether known or unknown,
20 suspected or unsuspected, through the date of full execution of this Settlement
21 Agreement (*i.e.*, the date that this Settlement Agreement is signed by all of the
22 signatories hereto). Plaintiff further covenants not to sue any of the Released Parties
23 for any claims covered by this general release. The Parties further acknowledge,
24 understand, and agree that this representation and commitment are essential to the
25 Settlement Agreement and that this Settlement Agreement would not have been
26 entered were it not for this representation and commitment.

27 Plaintiff understands that this Settlement Agreement does not prevent her from
28

1 filing a charge with or testifying, assisting, or otherwise participating in any manner
2 in any investigation, hearing, or proceeding conducted by the EEOC, a Fair
3 Employment Practices Agency (“FEPA”), or any federal, state, or local government
4 agency, but Plaintiff gives up all rights to recover or receive damages, money,
5 personal injunctive relief, or other personal benefits as a result of such charge,
6 investigation, hearing, or proceeding.

7 52. ADEA Waiver By Plaintiff. Without limiting the scope of this
8 Settlement Agreement, Plaintiff agrees that this Settlement Agreement constitutes a
9 knowing and voluntary waiver of any and all rights or claims that exist or that
10 Plaintiff may claim to have under the ADEA, as amended by the Older Workers’
11 Benefit Protection Act of 1990 (29 U.S.C. § 621 *et seq.*). Plaintiff acknowledges all
12 of the following:

13 a. The consideration provided pursuant to this Settlement
14 Agreement is in addition to any consideration that Plaintiff would otherwise be
15 entitled to receive;

16 b. Plaintiff has been and is advised in writing to consult with an
17 attorney prior to signing this Settlement Agreement;

18 c. Plaintiff has been provided a full and ample opportunity to study
19 this Settlement Agreement, including a period of at least twenty-one (21) calendar
20 days within which to consider it;

21 d. To the extent that Plaintiff takes fewer than twenty-one (21)
22 calendar days to consider this Settlement Agreement prior to signing it, Plaintiff
23 acknowledges that she had sufficient time to consider this Settlement Agreement
24 with legal counsel and that she expressly, voluntarily, and knowingly waives the full
25 twenty-one (21) calendar-day period;

26 e. Plaintiff agrees that any changes made to the Settlement
27 Agreement during the twenty-one (21) calendar-day period (whether material or
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1 immaterial) do not restart the running of the twenty-one (21) calendar-day period;
2 and

3 f. Plaintiff is aware of her right to revoke this waiver of claims
4 under the ADEA any time within the seven (7) calendar-day period following the
5 date of full execution of this Settlement Agreement (*i.e.*, the date that this Settlement
6 Agreement is signed by all of the signatories hereto) and that the waiver of claims
7 under the ADEA shall not become effective or enforceable until the seven (7)
8 calendar-day revocation-period expires. Notwithstanding Plaintiff's right to revoke
9 the waiver of claims under the ADEA, the remainder of the terms of this Settlement
10 Agreement shall become effective and enforceable as of the date of full execution of
11 this Settlement Agreement (*i.e.*, the date that this Settlement Agreement is signed by
12 all of the signatories hereto).

13 g. To be effective, timely notice of revocation of the waiver of
14 ADEA claims must be made in writing and delivered to Defendant through their
15 counsel, David Szwarczstejn, Esq., at Ogletree Deakins Nash Smoak & Stewart,
16 P.C., 400 South Hope Street, Los Angeles, California 90071;
17 david.szwarczstejn@ogletree.com, no later than the seventh (7th) calendar day after
18 the date of full execution of this Settlement Agreement (*i.e.*, the date that this
19 Settlement Agreement is signed by all of the signatories hereto). Plaintiff agrees to
20 keep written documentation proving that Plaintiff revoked this Settlement Agreement
21 as provided in this paragraph, for example, by keeping the documents attesting to the
22 delivery of the revocation.

23 **VIII. PRELIMINARY APPROVAL**

24 53. Plaintiff will request that the Court set a hearing as soon as possible to
25 consider preliminary approval of the Settlement. In conjunction with such hearing,
26 Collective Counsel shall submit this Stipulation of Settlement, together with the
27 exhibits attached hereto, and any other documents necessary to implement the
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1 Settlement.

2 54. Upon full execution of this Settlement Agreement, Collective Counsel
3 will draft and file an unopposed motion for preliminary approval of a collective and
4 representative action settlement within thirty (30) calendar days, and will share their
5 draft for comments by Defendant's Counsel at least seven (7) business days before
6 filing.

7 **IX. NOTICE AND CLAIM PROCESS**

8 55. Settlement Administrator. By accepting the role as Settlement
9 Administrator, the Settlement Administrator is bound to all of the terms, conditions,
10 and obligations described in this Settlement Agreement. Among other things, the
11 Settlement Administrator shall have sole and exclusive responsibility for: (a) printing
12 and mailing the FLSA Notice Packets to the FLSA Collective Members as directed
13 by the Court; (b) delivering the FLSA Notice Packets to FLSA Collective Members
14 via email, as directed by the Court; (c) setting up a toll-free number for the purpose of
15 handling inquiries from FLSA Collective Members concerning the FLSA Notice
16 Packets; (d) receiving and reporting the FLSA Opt-In Forms; (e) deducting all legally
17 required taxes from Individual Settlement Payments; (f) processing and mailing the
18 Individual Settlement Payments and any reminder postcards regarding uncashed
19 checks, the Service Award, the Fee and Expense Award (via wire transfer), and the
20 PAGA Payment; (g) distributing tax forms; (h) processing and mailing tax payments
21 to the appropriate state and federal taxing authorities; (i) providing declaration(s) as
22 necessary in support of preliminary and/or final approval of this Settlement; and
23 (j) other tasks as the Parties mutually agree or the Court orders the Settlement
24 Administrator to perform. The Settlement Administrator shall also be responsible for
25 establishing a website (the address to which will be provided on the Notice) where
26 FLSA Collective Members may review conformed copies of the Complaint, Answer,
27 Stipulation of Settlement; sample California and FLSA Notice Packets; and any and
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1 all moving papers submitted in support of or in conjunction with the Parties' efforts to
2 obtain preliminary and final Court approval. The website shall also allow members
3 of the FLSA Collective to complete an FLSA Opt-in Form online. The Settlement
4 Administrator shall remove the website no later than the earlier of (i) thirty (30)
5 calendar days after the final act performed by the Settlement Administrator in
6 connection with the Settlement, or (ii) the date on which the Settlement Administrator
7 is released by the Court.

8 56. Within ten (10) calendar days after entry of the order granting
9 Preliminary Approval, Defendant shall provide to the Settlement Administrator a list
10 of all FLSA Collective Members, including their name, social security number,
11 current or last known mailing address, personal email address (if available), and
12 employee identification number. Collective Counsel shall provide Defendant and the
13 Settlement Administrator with an allocation that identifies FLSA Collective Members
14 by employee identification number. This FLSA Collective information is
15 confidential and shall not be disclosed to anyone other than the Settlement
16 Administrator, except that if any FLSA Collective Member contacts Collective
17 Counsel (either directly or as referred by the Settlement Administrator) with
18 questions about the settlement, the Settlement Administrator shall be authorized to
19 disclose the FLSA Collective Member's information to Counsel so Counsel can
20 respond. The information Defendant provides shall be based on Defendant's payroll
21 and other business records, and shall be in a format readily accessible to Defendant.

22 57. Within seven (7) calendar days after receipt of the FLSA Collective
23 information from Defendant and Counsel, the Settlement Administrator shall send the
24 FLSA Notice Packets via first class mail and email to all applicable FLSA Collective
25 Members. Prior to the initial mailing, the Settlement Administrator will check the
26 addresses provided by Defendant through the National Change of Address System.

27 58. If an original FLSA Notice Packet is returned as undeliverable with a
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1 forwarding address provided by the United States Postal Service, the Settlement
2 Administrator will promptly resend the FLSA Notice Packet to that forwarding
3 address, along with, if applicable, a brief letter stating that the recipient of the FLSA
4 Notice Packet has until the original deadline set forth on the FLSA Collective Action
5 Notice or seven (7) days after the re-mailing of the FLSA Notice Packet (whichever is
6 later) to submit a FLSA Opt-In Form. If an original FLSA Notice Packet is returned
7 as undeliverable without a forwarding address, the Settlement Administrator will
8 make reasonable efforts to locate forwarding addresses, including a skip trace, and if
9 it obtains a more recent address, will resend a FLSA Notice Packet, along with a brief
10 letter stating that the recipient of the FLSA Notice Packet has until the original
11 deadline set forth on the Notice or seven (7) days after the re-mailing of the FLSA
12 Notice Packet (whichever is later) to submit a FLSA Opt-In Form.

13 59. The Settlement Administrator shall provide copies of its updated list of
14 FLSA Collective Members who have timely opted in the Settlement to Collective
15 Counsel and Defendant's Counsel on a weekly basis. No later than fourteen (14) days
16 after the Notice Period ends, Collective Counsel shall file with the Court the FLSA
17 Opt-In Forms returned by FLSA Collective Members, after being provided copies of
18 the same by the Settlement Administrator.

19 60. At least seven (7) calendar days prior to the final approval hearing, the
20 Settlement Administrator will provide a declaration of due diligence and proof of
21 mailing with regard to the mailing of the California and FLSA Notice Packets to
22 counsel for all Parties.

23 61. If the Settlement Administrator receives an FLSA Opt-In Form on or
24 before the Opt-In Deadline but it is unsigned by the FLSA Collective Member, then
25 within five (5) calendar days of its receipt of the defective form, the Settlement
26 Administrator shall, after retaining a copy of the defective form, email and mail the
27 defective form back to the FLSA Collective Member with instructions on how to cure
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1 the defect and instructions that the corrected form must be received by the Settlement
2 Administrator by the original deadline set forth on the FLSA Collective Action
3 Notice or seven (7) days after the mailing of the defective form (whichever is later).
4 If the FLSA Collective Member's Opt-In Form remains defective after this
5 opportunity to cure, Collective Counsel shall submit the defective form with the
6 motion for final approval to allow the Court to determine whether the form should be
7 accepted.

8 62. To the extent a Claimant disputes the dates of employment shown in his
9 or her FLSA Collective Form, the Claimant may produce evidence to the Settlement
10 Administrator establishing the dates he or she contends to have worked for Defendant
11 as an FLSA Collective Member. Defendant's records will be presumed
12 determinative. The Settlement Administrator shall notify counsel for the Parties of
13 any disputes. Defendant shall review its records and provide further information to
14 the Settlement Administrator, as necessary. The Settlement Administrator shall
15 resolve any disputes and notify counsel for the Parties of its decision.

16 63. The Settlement Administrator's determination of eligibility for any
17 Individual Settlement Payments under the terms of this Stipulation of Settlement shall
18 be conclusive, final, and binding on all Parties and all FLSA Collective Members, so
19 long as the Settlement Administrator has first consulted with the Parties regarding any
20 disputes or questions as to eligibility.

21 64. Opt-Ins By FLSA Collective Members. FLSA Collective Members must
22 mail, email, complete online, or otherwise deliver a completed FLSA Opt-In Form, as
23 applicable, to the Settlement Administrator by the Opt-In Deadline, or seven (7) days
24 after the re-mailing of the FLSA Notice Packet to that FLSA Collective Member (if
25 applicable), whichever is later. The timeliness of submitted FLSA Opt-In Forms will
26 be determined by a valid postmark. In the event that the postmark is illegible or
27 missing, the FLSA Opt-In Form shall be deemed timely if it is received within five
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(5) days after the Opt-In Deadline. Within seven (7) days after the expiration of the Opt-In Deadline, or seven (7) days after the re-mailing of the FLSA Notice Packet to that FLSA Collective Member (if applicable), whichever is later, the Settlement Administrator shall, after making a copy, transmit all originals of the FLSA Opt-In Forms to Collective Counsel. Collective Counsel will file with the Court all FLSA Opt-In Forms received from the Settlement Administrator within ten (10) court days after receipt of the FLSA Opt-In Forms from the Settlement Administrator. Should the Settlement Agreement not receive Final Approval such consents will be deemed immediately cancelled *ab initio*, as if they were never executed or filed.

65. Defendant will provide the Settlement Administrator with sufficient funds to make all payments due to Plaintiff, Collective Counsel, the LWDA, the Settlement Administrator, and the Claimants, plus any owed Payroll Taxes as soon as practicable, but no later than thirty (30) calendar days after the Payment Obligation and Release Date. The Settlement Administrator will mail or wire all required payments no later than ten (10) calendar days after receipt of the funds from Defendant.

66. Claimants will receive a reminder postcard if they have not cashed their settlement checks within thirty (30) calendar days after issuance and a second reminder postcard if they still have not cashed their settlement checks within ninety (90) calendar days after issuance. If a Claimant's check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Claimant at his or her correct address. In the event that a check remains uncashed after one hundred eighty (180) calendar days, the amount represented by the check shall be considered unclaimed, the check shall be voided, and such amount shall be tendered to Bet Tzedek as *cy pres* recipient; however, in such event, the release of claims will still remain effective. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such

1 completion to the Court, Collective Counsel, and Defendant's Counsel.

2 67. Following the conclusion of the 180-day period after issuance of
3 settlement checks to Claimants, Defendant will file with the Court copies of the backs
4 of all negotiated checks, along with the names of the Claimants to whom the checks
5 were issued, or in the alternative a list of all individuals whose checks were
6 negotiated, along with a declaration of the Settlement Administrator affirming the list.
7 All reasonable efforts will be taken by Defendant to make the filing under seal, and
8 any and all sensitive information will be redacted.

9 68. No person shall have any claim against Defendant, Defendant's Counsel,
10 Plaintiff, the FLSA Collective, Collective Counsel, or the Settlement Administrator
11 based on mailings, distributions, and payments made in accordance with this
12 Stipulation of Settlement.

13 **X. MOTION FOR FINAL APPROVAL**

14 69. Plaintiff shall timely file the motion for final approval and request entry
15 of the Final Approval Order and Judgment. Three (3) business days prior to filing the
16 motion for final approval of the Settlement, Collective Counsel shall provide a draft
17 of the motion to Defendant's Counsel for review.

18 **XI. ADDITIONAL TERMS**

19 70. No Effect On Employee Benefits. The Individual Settlement Payments
20 and the Service Award shall not have any effect on the eligibility for, or calculation
21 of, any employee benefits (e.g., vacation, retirement plans, etc.) of FLSA Collective
22 Members or Plaintiff. No benefit, including but not limited to 401K benefits, shall
23 increase or accrue as a result of any payment made as a result of this Settlement.

24 71. Non-Publicity. Unless otherwise permitted or required by this
25 Settlement Agreement, Plaintiff and Collective Counsel agree not issue a press
26 release or publicize the Settlement on Collective Counsel's website prior to the end of
27 the California Notice Period.

1 72. Voiding The Agreement.

2 If the Court does not approve either preliminarily or finally (with prejudice)
3 any material term or condition of the Settlement Agreement, or if the Court effects a
4 material change, then this entire Settlement and the Settlement Agreement will be
5 voidable and unenforceable, subject to the Parties' agreement to the contrary, and the
6 costs of administration shall be paid entirely and exclusively by Defendant. A
7 material change will not include the reallocation of funds, the creation of sub-classes,
8 or a reduction in either the Service Awards or the Fee and Expense Award. In such a
9 case, this Settlement and the Stipulation of Settlement shall be null and void *ab initio*
10 and any order or judgment entered by the Court in furtherance of this Settlement shall
11 be treated as withdrawn or vacated by stipulation of the Parties. In such event, FLSA
12 Collective Members and Defendant shall be returned to their respective statuses as of
13 the date immediately prior to the execution of this Stipulation of Settlement.

14 In the event an appeal is filed from the Final Approval Order and Judgment, or
15 any other appellate review is sought prior to the Payment Obligation and Release
16 Date, administration of the Settlement shall be stayed pending final resolution of the
17 appeal or other appellate review.

18 73. Parties' Authority. The signatories hereto represent that they are fully
19 authorized to enter into this Stipulation of Settlement and bind the Parties to the terms
20 and conditions hereof.

21 74. Mutual Full Cooperation. The Parties and their respective counsel agree
22 to fully cooperate with each other to accomplish the terms of this Stipulation of
23 Settlement, including, but not limited to, executing such documents and taking such
24 other action as may reasonably be necessary to implement the terms of this
25 Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their
26 best efforts, including all efforts contemplated by this Stipulation of Settlement and
27 any other efforts that may become necessary by order of the Court, or otherwise, to
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1 effectuate this Stipulation of Settlement and the terms set forth herein. In the event
2 the Parties are unable to reach agreement on the form or content of any document
3 needed to implement the Settlement, or on any supplemental provisions or actions
4 that may become necessary to effectuate the terms of this Stipulation of Settlement,
5 the Parties shall seek the assistance of the Court or the Mediator to resolve such
6 disagreement.

7 75. Advice Of Counsel. The Parties to this Settlement Agreement are
8 represented by competent counsel, and they have had an opportunity to consult with
9 counsel prior to its execution. The Parties and their counsel are not giving any tax
10 advice in connection with the Settlement or any payments to be made pursuant to the
11 Settlement Agreement. Defendant and each Claimant shall be solely responsible for
12 their own individual state, local, and federal income tax liability on all amounts paid
13 or received pursuant to this Stipulation of Settlement. Neither Collective Counsel
14 nor Defendant's Counsel intend anything contained in this Settlement Agreement to
15 constitute legal advice regarding the taxability of any amount paid hereunder, nor
16 shall anything in this Settlement Agreement be relied upon as such.

17 76. Circular 230 Disclaimer. Each party to this Settlement Agreement
18 including the FLSA Collective Members (for purposes of this section, the
19 "acknowledging party" and each party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no
21 provision of this Settlement Agreement, and no written communication or disclosure
22 between or among the Parties or their attorneys and other advisers, is or was intended
23 to be, nor shall any such communication or disclosure constitute or be construed or
24 be relied upon as, tax advice within the meaning of United States Treasury
25 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party
26 (a) has relied exclusively upon his, her, or its own independent legal and tax counsel
27 for advice (including tax advice) in connection with this Agreement; (b) has not
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1 entered into this Settlement Agreement based upon the recommendation of any other
2 party or any attorney or advisor to any other party; and (c) is not entitled to rely upon
3 any communication or disclosure by any attorney or advisor to any other party to
4 avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
5 attorney or advisor to any other party has imposed any limitation that protects the
6 confidentiality of any such attorney's or adviser's tax strategies (regardless of
7 whether such limitation is legally binding) upon disclosure by the acknowledging
8 party of the tax treatment or tax structure of any transaction, including any
9 transaction contemplated by this Agreement.

10 77. No Prior Assignments. The Parties hereto represent, covenant, and
11 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
12 purported to assign, transfer, or encumber to any person or entity any portion of any
13 liability, claim, demand, action, cause of action, or rights released and discharged by
14 this Stipulation of Settlement.

15 78. No Admission. Nothing contained herein, nor the consummation of this
16 Stipulation of Settlement, is to be construed or deemed an admission of liability,
17 culpability, negligence, or wrongdoing on the part of Defendant or any of the other
18 Released Parties. Each of the Parties hereto has entered into this Stipulation of
19 Settlement with the intention of avoiding further disputes and litigation with the
20 attendant risk, inconvenience, and expense. This Stipulation of Settlement is a
21 settlement document and shall, pursuant to California Evidence Code section 1152,
22 Federal Rule of Evidence 408, and/or any other similar law, be inadmissible as
23 evidence in any proceeding, except an action or proceeding to approve the settlement
24 and/or interpret or enforce this Stipulation of Settlement.

25 79. Construction. The Parties hereto agree that the terms and conditions of
26 this Stipulation of Settlement are the result of lengthy, intensive arms' length
27 negotiations between the Parties and that this Stipulation of Settlement shall not be
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1 construed in favor of or against any of the Parties by reason of the extent to which any
2 Party or her or its counsel participated in the drafting of this Stipulation of Settlement.

3 80. Jurisdiction Of The Court. Except for those matters to be resolved by
4 the Mediator or the Settlement Administrator as expressly stated herein, any dispute
5 regarding the interpretation or validity of or otherwise arising out of this Stipulation
6 of Settlement, or relating to the Lawsuit or the Released Claims, shall be subject to
7 the exclusive jurisdiction of the Court, and the Plaintiff, FLSA Collective Members,
8 and Defendant agree to submit to the personal and exclusive jurisdiction of the Court
9 for such purpose. The Court shall retain jurisdiction solely with respect to the
10 interpretation, implementation, and enforcement of the terms of this Stipulation of
11 Settlement and all orders and judgments entered in connection therewith, and the
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation
14 of Settlement and all orders and judgments entered in connection therewith.

15 81. Governing Law. All terms of this Stipulation of Settlement and the
16 exhibits hereto shall be governed by and interpreted according to the laws of the State
17 of California, regardless of its conflict of laws.

18 82. Invalidity Of Any Provision. The Parties request that before declaring
19 any provision of this Stipulation of Settlement invalid, the Court shall first attempt to
20 construe all provisions valid to the fullest extent possible consistent with applicable
21 precedents.

22 83. Headings. The headings contained herein are inserted as a matter of
23 convenience and for reference, and in no way define, limit, extend, or describe the
24 scope of this Stipulation of Settlement or any provision hereof.

25 84. Exhibits. The terms of this Stipulation of Settlement include the terms
26 set forth herein and the attached Exhibits 1 through 3, which are incorporated by this
27 reference as though fully set forth herein. Any exhibits to this Stipulation of
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1 Settlement are an integral part of the Settlement.

2 85. Amendment Or Modification. This Stipulation of Settlement may be
3 amended or modified only by a written instrument signed by counsel for all Parties or
4 their successors-in-interest.

5 86. Entire Agreement. This Stipulation of Settlement, including Exhibits 1
6 through 3 attached hereto, contains the entire agreement between Plaintiff and
7 Defendant relating to the Settlement and transactions contemplated hereby, and all
8 prior or contemporaneous agreements, understandings, representations, and
9 statements, whether oral or written and whether by a party or such party's legal
10 counsel, are superseded. No rights hereunder may be waived except in writing.

11 87. Binding On Assigns. This Stipulation of Settlement shall be binding
12 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees,
13 executors, administrators, successors, and assigns.

14 88. No Solicitation. Collective Counsel shall not take any actions to solicit
15 individuals to participate in the Action and shall not advertise in any medium seeking
16 to solicit participation herein. Further, Defendant, Defendant's Counsel, Plaintiff,
17 and Collective Counsel agree not to take any action or make any statements to
18 encourage any FLSA Collective Members to opt out of and/or object to the
19 Settlement, except as would be required by counsel's respective ethical obligations.
20 Defendant, Defendant's Counsel, Plaintiff, and Collective Counsel agree not to make
21 any affirmative outreach efforts regarding participation in the Settlement. Evolve
22 agrees not make any separate communications to the FLSA Collective Members
23 regarding the Settlement.

24 89. Interim Stay Of Proceedings. The Parties agree to hold in abeyance all
25 proceedings in the Lawsuit, except such proceedings necessary to implement and
26 complete the Settlement, pending the final approval hearing to be conducted by the
27 Court.

90. Counterparts. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties 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 fully signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

91. Plaintiff's Agreement To Be Bound. By signing this Stipulation of Settlement, Plaintiff agrees to be bound by the terms herein. If Plaintiff objects to or opt out of the Settlement, Defendant will have the option at its discretion of rejecting the Settlement in its entirety.

92. Notice Of Settlement To The LWDA. Plaintiff shall submit this Settlement Agreement and proposed settlement to the LWDA as required by California Labor Code section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval. Likewise, Plaintiff shall submit a copy of the Court's Final Approval Order and Judgment to the LWDA within ten (10) calendar days after entry of the Final Approval Order and Judgment, pursuant to California Labor Code section 2699(1)(3).

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

DATED: 10/27/2022, 2022

By: Sandra Y. Navarre
Sandra Navarre nee Medina
Plaintiff Representative

1 DATED: _____, 2022

EVOLVE MORTGAGE SERVICES, LLC

4 By: _____

5 Name: _____

6 Title: _____

7
8 DATED: 10/27/2022, 2022

NICHOLS KASTER, LLP

9 

10 By: _____

11 Matthew C. Helland

12 Daniel S. Brome

13 Attorneys for Plaintiff and Others Similarly
14 Situated

15 DATED: _____, 2022

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

17
18 By: _____

19 David Szwarczstejn

20 Attorneys for Defendant

EVOLVE MORTGAGE SERVICES, LLC

1 DATED: 10/27/2022, 2022

EVOLVE MORTGAGE SERVICES, LLC

4 By: Adi Habbu 10/27/2022 12:47:25 PM

5 Name: Adi Habbu

6 Title: Chief Legal Officer

8 DATED: _____, 2022

NICHOLS KASTER, LLP

11 By: _____

Matthew C. Helland
Daniel S. Brome

13 Attorneys for Plaintiff and Others Similarly
Situated

15 DATED: October 27, 2022

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

18 By:  _____

David Szwarczstejn

20 Attorneys for Defendant
EVOLVE MORTGAGE SERVICES, LLC

Exhibit 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF COLLECTIVE ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

YOU MUST RESPOND TO RECEIVE PAYMENT

Sandra Medina, individually and on behalf of others similarly situated, and on behalf of the general public, Plaintiff, vs. Evolve Mortgage Services, LLC, Defendant.	CASE NO.: 8:21-cv-01338 CJC (JDEx) JUDGE: Honorable Cormac J. Carney COURTROOM: 9B (Santa Ana) NOTICE OF COLLECTIVE ACTION SETTLEMENT
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TO: [INSERT CLASS MEMBER NAME]

The United States District Court for the Central District of California has authorized this Notice, which summarizes the settlement of this collective action lawsuit and explains what you must do to recover money under the settlement. **Please read this document carefully. If you submit an Opt-In Form by the deadline and in the manner discussed below, your gross individual share of the settlement will be \$_____, less applicable withholdings. You must submit an Opt-In Form to receive payment. If you do not return an Opt-In Form, you will not receive payment.**

You may complete the Opt-In form electronically here:

[INSERT URL AND QR CODE TO OPT-IN FORM]

I. What is this lawsuit about?

The United States District Court for the Central District of California (“the Court”) oversees this lawsuit, which was filed on August 13, 2021 by Sandra Medina (“Named Plaintiff”), a former employee of Evolve Mortgage Services, LLC (“Defendant” or “Evolve”). In pertinent part, the Named Plaintiff has brought this lawsuit on behalf of herself and all other individuals who are or were employed by Evolve in the United States as non-exempt employees eligible for commission or other non-discretionary incentive pay, and who were paid overtime and non-discretionary incentive pay in the same pay period at least once, at any time between August 13, 2018 and December 31, 2021. In the lawsuit, the Named Plaintiff alleges that Evolve violated the Fair Labor

Standards Act ("FLSA") by incorrectly calculating overtime payments to non-exempt employees who were eligible for commission or other non-discretionary incentive pay. Specifically, the Named Plaintiff asserts that Evolve did not include certain commissions or other non-discretionary incentive pay when it calculated the overtime rate with which to pay any overtime hours that employees worked. Based on the alleged improper calculations, the Named Plaintiff also alleged the following claims under California law: failure to pay overtime compensation, failure to pay proper meal period premiums, failure to provide accurate wage statements, waiting time penalties, and unfair competition.

Certain legal proceedings allow multiple claimants to sue together for the same relief. For the FLSA claims, this proceeding is known as a collective action. The Named Plaintiff has sought to assert her FLSA claim as a collective action. Evolve opposes the lawsuit on its merits, believes individualized issues regarding the amount of hours worked exist based on discrepancies between time records and computer activity data, and disputes that this lawsuit can proceed collectively.

The Court has not decided who is right or wrong or who will win the lawsuit, nor has the Court decided whether the case should proceed as a collective action. Instead, both sides agreed to a settlement. The settlement is made on a collective action basis and covers all individuals who are or were employed by Evolve in the United States as non-exempt employees eligible for commission or other non-discretionary incentive pay, and who were paid overtime and non-discretionary incentive pay in the same pay period at least once, at any time between August 13, 2018 and December 31, 2021. These individuals are referred to as FLSA Collective Members. The Named Plaintiff and her attorneys believe that the settlement is beneficial for all FLSA Collective Members.

II. Why did I get this Notice?

You received this Notice because you are an FLSA Collective Member, as defined above. This lawsuit has been settled subject to Court approval. As an FLSA Collective Member, you have the right to participate in the settlement. This Notice describes your options under the settlement.

III. What does the settlement provide?

Evolve will pay up to **Five Hundred Seventy-Five Thousand Dollars** (\$575,000.00) to settle the claims in the lawsuit in their entirety (the "Gross Settlement Value"). Of this amount, up to Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$383,750.00) will be allocated to settle the claims of all FLSA Collective Members who submit timely opt-in forms. In addition, the Gross Settlement Value will be allocated as follows: (1) Four Thousand (\$4,000) will be allocated to settle California Private Attorneys General Act ("PAGA") claims. Of this amount, \$3,000 will be paid to the California Labor Workforce and Development Agency, as required by law, and \$1,000 will be allocated proportionately to members of the FLSA Collective who worked in California for Evolve between August 13, 2020 and December 31, 2021; (2) Plaintiff's counsel's attorneys' fees, up to twenty-five percent of the Gross Settlement Value (or \$143,750.00); (3) Plaintiff's costs of

litigation, up to the amount of \$9,500.00; (4) a contingency fund of \$10,000.00 to resolve any potential disputes by FLSA Collective Members or to otherwise effectuate the purposes of the settlement; (5) The expenses of administering the settlement, up to the amount of \$16,500.00; and (6) A service award of up to \$7,500.00 for Plaintiff's role in pursuing the litigation.

FLSA Collective Members who **timely return the enclosed Consent Form according to the instructions in Section IV below**, are called "Claimants." Claimants will be eligible for a settlement payment. Each FLSA Collective Member's potential damages for each pay period in the FLSA Collective Period has been calculated. For potential overtime damages, non-discretionary incentive pay has been divided by the total number of hours worked in each pay period. That hourly rate has been multiplied by 0.5, and that overtime rate has been multiplied by the number of overtime hours worked in the pay period. Plaintiff's Counsel also calculated, for Members of the FLSA Collective who worked in California, potential PAGA penalties, meal period premiums, waiting time penalties, and wage statement penalties per the Labor Code and PAGA. To achieve an equitable allocation of settlement funds, overtime claims were given a 100% weighting, with approximately 5% additional weighting to account for potential liquidated damages. Meal period premiums were weighted at approximately 10%; waiting time and wage statement penalties were weighted at approximately 10% each; and PAGA penalties were weighted at approximately 5%.

Your settlement allocation provides 100% of the overtime Plaintiff's Counsel believes is due to you, with an approximately 5% additional payment for potential liquidated damages. If you worked for Evolve in California, your settlement allocation includes additional amounts for any applicable California claims pursuant to the formulas described above.

Under the settlement, if you follow the steps described in Section IV, you are entitled to a gross individual payment of \$_____, less applicable withholdings (the "Settlement Payment").

\$_____ of your Settlement Payment will be treated as payment for overtime and will be subject to certain withholdings and will be reported on an IRS Form W-2. The other \$_____ of your Settlement Payment will be characterized as payment for alleged liquidated damages, interest, and/or statutory penalties; this portion of your Settlement Payment is not subject to withholding and will be reported on an IRS Form 1099. You will be responsible for the filing and payment of any taxes for any payment you receive.

Importantly, you must follow the instructions in Section IV below to receive your payment.

IV. How do I participate in the settlement?

To recover money under the settlement, you must complete and return the Opt-In Form to the Settlement Administrator by First Class Mail, fax, online, or email on or before _____, 2022.

[NAME], CPT Group, [ADDRESS]

[PHONE], [FAX], [EMAIL]
[WEBSITE]

It is your responsibility to notify the Settlement Administrator of any correction or change to your address as listed on the outside of the envelope containing this Notice. You may update your address with the Settlement Administrator by submitting your former and current addresses to the Settlement Administrator at the above mailing address, website, or email address.

If the Court grants final approval of the settlement agreement and you choose to participate in the settlement by completing and returning the Opt-In Form, then you will release Evolve and all of Evolve's current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors (the "Released Parties"), from all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that you have or may have brought against the Released Parties based on the facts alleged in the Complaint and/or First Amended Complaint during the period from August 13, 2018 through and including December 31, 2021 for unpaid overtime in violation of the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.* and the corresponding Department of Labor Regulations, 29 C.F.R. section 785 *et seq.* and 778 *et seq.*, including, but not limited to, any claims for unpaid wages, economic damages, liquidated damages, other monies, or other relief.

If you are a Member of the FLSA Collective who worked in California, you will release the Released Parties from all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that you have or may have brought against the Released Parties based on the facts alleged in the Complaint and/or First Amended Complaint during the period beginning August 13, 2017 through and including December 31, 2021 for unpaid overtime, meal period premiums, wage statement penalties, waiting time penalties, PAGA penalties, statutory liquidated damages, and attorneys' fees and costs, including, but not limited to, any claims under California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, 1198, and 2698, *et seq.* based on alleged violations of these Labor Code provisions, as well as claims under California Code of Civil Procedure section 1021.5, California Business & Professions Code section 17200, *et seq.*, and the applicable Industrial Welfare Commission Wage Orders, or any similar state or local law.

Further, the Plaintiff, on her own behalf and on behalf of the State of California, will release all PAGA claims, whether known or unknown, contingent or accrued, that Plaintiff and the PAGA Members have or may have brought pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) against the Released Parties based on the facts alleged in the Complaint, the First Amended Complaint, and/or Plaintiff’s PAGA Notice Letter dated September 3, 2021 (attached to the First Amended Complaint as Exhibit C) based on alleged violations of unpaid overtime, failure to provide meal periods and/or meal period premiums, failure to provide accurate itemized wage statements, failure to pay wages upon separation of employment, civil penalties, and attorneys’ fees and costs, based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, and 1198, and the applicable Industrial Welfare Commission Wage Orders, during the period between August 13, 2020 and December 31, 2021.

If you have any questions about the rights you would be giving up by participating in this settlement, you should contact Plaintiff’s Counsel listed in Section VI below or consult with another attorney.

You have the right to participate in this settlement without retaliation. It is a violation of federal law for Evolve to fire, discipline, or retaliate against you in any manner for taking part in this case.

V. What if I do not sign the Opt-In Form, or I return it after the deadline?

You are not required to participate in the settlement. If you wish to be excluded from the settlement, you do not have to do anything. If you return the Opt-In Form after the deadline, you will not receive any money from this settlement.

If you do not participate in the settlement, you will not release any legal claims against Evolve or the Released Parties, you will not receive a Settlement Payment, and the applicable statute of limitations will continue to run and may negatively impact any claim you may have.

The only exception is that, if you worked in California, this settlement will release your entitlement to PAGA penalties for the violations Plaintiff alleged in the case and you are entitled to your share of PAGA penalties even if you do not participate in the settlement.

VI. Who is serving as my attorney?

The following law firm (“Plaintiff’s Counsel”) filed the lawsuit on behalf of the Named Plaintiff: Nichols Kaster, LLP, located at 235 Montgomery Street, Suite 810, San Francisco, California 94104; phone: (415) 277-7235. Plaintiff’s Counsel are available to answer your questions concerning the lawsuit, the settlement, or your rights under the settlement in strict confidence. But they may not consult on the tax consequences of participating or not participating in the

settlement. You may also retain or consult with any attorney of your choice, at your own expense.

VII. How will the attorneys get paid?

Under the settlement, Plaintiff's Counsel will receive attorneys' fees and costs as set forth in Section III, above, if approved by the Court. You will not pay any additional attorneys' fees or expenses out of your Settlement Payment listed in this Notice.

VIII. How do I obtain more information?

This Notice summarizes the most important aspects of the settlement. For more detailed information, you may inspect the Court's files, the settlement agreement, and any papers filed in the Action, at the Clerk's Office of the United States District Court for the Central District of California, located at the Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516 during regular court hours, case number 8:21-cv-01338 CJC (JDEx).

Relevant documents related to the case are also available at the Settlement Administrator's website: [\[REDACTED\]](#).

To receive your share of the settlement – \$_____, less applicable withholdings – you must submit an Opt-In Form by the deadline.

You may complete the Opt-In form electronically here:

[INSERT URL AND QR CODE TO OPT-IN FORM]

Exhibit 2

FLSA OPT-IN FORM

Sandra Medina v. Evolve Mortgage Services, LLC

U.S. District Court, Central District of California, Case No. 8:21-cv-01338 CJC (JDEx)

SUBMIT THIS FORM NO LATER THAN [INSERT DATE] TO OPT-IN AND RECEIVE MONEY FROM THE SETTLEMENT.

[INSERT NAME], according to Evolve Mortgage Services, LLC's ("Evolve") records, you worked for Evolve as a non-exempt employee eligible for commissions or other non-discretionary incentive payments between [start date] and [end date]. If you consent to join this settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. **You must sign and return this form to participate in this settlement and receive this money. IF YOU DO NOT RETURN THIS FORM BY [INSERT DATE] YOU WILL NOT BE ENTITLED TO ANY PAYMENT FROM THIS SETTLEMENT.**

By my signature below, I acknowledge that I have received the Notice and hereby consent to join as a party plaintiff in the Lawsuit entitled Medina v. Evolve Mortgage Services, LLC, Case No. 8:21-cv-01338 CJC (JDEx), pending in the United States District Court for the Central District of California, in order to participate in the settlement regarding Evolve's alleged violations of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.).

Signature – [insert name]

Date

Telephone

Mailing Address (including City, State, and Zip Code)

If you disagree with the dates of employment above, please explain why in the space below and include copies of any supporting evidence or documentation with this form:

If you dispute the dates of employment in Evolve's records, Evolve's records will control unless you are able to provide documentation to show that Evolve's records are mistaken. Disputes will be resolved by the parties, the Claims Administrator, and/or the Court as described in the Notice accompanying this form.

THIS FORM MUST BE POSTMARKED BY [INSERT DATE] AND SENT TO THE FOLLOWING ADDRESS:

By U.S. Mail:

[ADDRESS]

OR, YOU MAY SUBMIT THIS COMPLETED AND SIGNED FORM TO THE SETTLEMENT ADMINISTRATOR, [ADMIN NAME], BY FAX: [FAX NUMBER] OR EMAIL: [EMAIL ADDRESS]. SUCH SUBMISSION MUST BE RECEIVED BY NO LATER THAN 11:59 p.m. Pacific Time on [INSERT DATE].

Exhibit 3

FLSA OPT-IN FORM

Sandra Medina v. Evolve Mortgage Services, LLC

U.S. District Court, Central District of California, Case No. 8:21-cv-01338 CJC (JDEx)

SUBMIT THIS FORM NO LATER THAN [INSERT DATE] TO OPT-IN AND RECEIVE MONEY FROM THE SETTLEMENT.

I worked for Evolve as a non-exempt employee eligible for commissions or other non-discretionary incentive payments between August 13, 2018 and December 31, 2021 in a state other than California, or between August 13, 2017 and December 31, 2021 in California. I consent to join the settlement of this action. I understand that my eligibility must be confirmed by the Settlement Administrator and the Parties.

By my signature below, I acknowledge that I have received the Notice and hereby consent to join as a party plaintiff in the Lawsuit entitled Medina v. Evolve Mortgage Services, LLC, Case No. 8:21-cv-01338 CJC (JDEx), pending in the United States District Court for the Central District of California, in order to participate in the settlement regarding Evolve's alleged violations of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.).

Signature – [insert name]

Date

Telephone

Mailing Address (including City, State, and Zip Code)

THIS FORM MUST BE POSTMARKED BY [INSERT DATE] AND SENT TO THE FOLLOWING ADDRESS:

By U.S. Mail:

[ADDRESS]

OR, YOU MAY SUBMIT THIS COMPLETED AND SIGNED FORM TO THE SETTLEMENT ADMINISTRATOR, [ADMIN NAME], BY FAX: [FAX NUMBER] OR EMAIL: [EMAIL ADDRESS]. SUCH SUBMISSION MUST BE RECEIVED BY NO LATER THAN 11:59 p.m. Pacific Time on [INSERT DATE].