

AEGIS LAW FIRM, PC

KASHIF HAQUE State Bar No. 218672

SAMUEL A. WONG State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

FAWN F. BEKAM, State Bar No. 307312

DANIEL E. ISHU, State Bar No. 332865

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

dishu@aegislawfirm.com

Attorneys for Plaintiff, Ryan Gentile, individually,
and on behalf of all others similarly situated.

[Additional Counsel Listed on Page Below]

**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

*Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX101*

**ADDENDUM TO JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

1 Aaron H. Cole
2 Catherine L. Brackett
3 **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.**
4 400 South Hope Street, Suite 1200
5 Los Angeles, CA 90071
6 Telephone: (213) 239-9800
7 Facsimile: (213)239-9045

8 Attorneys for Defendant, Homeside Financial, LLC

9
10 **ADDENDUM TO STIPULATION OF SETTLEMENT**

11 IT IS HEREBY STIPULATED, by and between Plaintiff Ryan Gentile (“Plaintiff”), on
12 behalf of himself and the Settlement Class Members, on the one hand, and Defendant Homeside
13 Financial LLC, (“Defendant”), on the other hand, and subject to the approval of the Court, through
14 their respective counsel of record, hereby agree to be bound by the terms set forth in this Addendum
15 to Joint Stipulation of Class Action Settlement, which is intended to replace and supersede **Article**
16 **I(gg) (Definition of “Response Deadline”), Section 3.02, Section 3.04(a),(b), Section 3.06(f), 4.01,**
17 as set forth below. Terms used herein shall have the same meaning as in the Joint Stipulation of
18 Class Action Settlement unless defined differently in this Addendum. This Addendum is being made
19 in accordance with Section 6.01 of the Parties’ Joint Stipulation of Class Action Settlement.

20 The Joint Stipulation of Class Action Settlement shall be modified as follows:

21 **Section 1 – Definition (gg) – Response Deadline**

22 “Response Deadline” means the deadline by which Class Members must postmark or fax to
23 the Settlement Administrator requests for exclusion or notices of objection. The Response Deadline
24 will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement
25 Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which
26 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
27 open. The Response Deadline will be extended as set forth in Section 3.04(a) and (b) if there is a re-
28 mailing.

///

Section 3.02

The Settlement Administrator

The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet; determining the validity of exclusions/opt-outs; calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the Individual Settlement Payment checks and distributing them to Participating Class Members; establishing and maintaining the QSF; and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall also create a publicly accessible website and/or Webpage that posts key documents in this matter, including Plaintiff's Operative Complaint, The Class Notice, Orders for Preliminary and Final Approval, as well as the Final Judgement. The Final Judgement shall be posted on the Administrator's website/webpage for 180 days after receipt. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

Section 3.04(a)

Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing, through either mail or fax, to the Settlement Administrator by the Response Deadline, along with any supporting documentation. In the event of a re-mailing, the Response Deadline shall be extended fifteen (15) calendar days from the date of the re-mailing. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. The Court shall have the right to review and reverse any decision made by the Settlement Administrator regarding a claim dispute. If the Parties are unable to resolve the dispute, the Court will be the final arbiter of the

Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it, unless otherwise ordered by the Court.

Section 3.04(b) – Requests from Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (i.e., to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) calendar days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (i.e., opt out). The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked or faxed, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Section 3.06(f)

Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis. Each individual Class Member's Qualifying Workweeks will be rounded up to the next whole integer. To Calculate the minimum amount for the Individual PAGA Payments, 25% of the PAGA Settlement Amount (\$6,250.00) will be divided by the total number of pay periods worked by aggrieved employees, then allocated on a pro rata basis. The individual PAGA payments will be allocated as 100% penalties for tax purposes. Each Class Member's approximate Individual

1 Settlement Payment amount will be included in his or her Notice Packet. After final approval by the
2 Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did
3 not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked
4 during the Class Period by each Participating Class Member.

5 Each Individual Settlement Payment will represent wages and penalties allocated using the
6 following formula: 10% allocated to wages, 10% allocated to interest, and 80% allocated to penalties.
7 The individual PAGA payments will be allocated as 100% penalties for tax purposes. The amounts
8 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
9 and all other authorized and required withholdings and shall be reported by W-2 forms. The
10 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
11 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
12 other than the tax withholdings customarily made from employees' wages and shall be reported by
13 IRS 1099 forms.

14 No later than ten (10) business days after receiving the Gross Settlement Amount from
15 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
16 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
17 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
18 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
19 the Individual Settlement Payments if required. The Settlement Administrator will issue a Form 1099
20 to the extent required by law for the interest and penalty portions of the Individual Settlement
21 Payments. Participating Class Members shall have 180 days from the date their Individual
22 Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed
23 upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to
24 the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
25 are designated within 30 days of the date the check cashing period expires.

26 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is

identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within 30 days of the date the check cashing period expires.

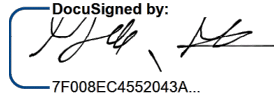
Section 4.01

Released Claims By Class Members

Upon the date Defendant fully funds the Gross Settlement Amount, Plaintiff and Participating Class Members will release the Released Parties from any and all claims, causes of actions, and factual or legal theories alleged during the Class Period, as alleged in Plaintiff's operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages, piece-rate wages, commission wages, and overtime wages due; (b) failure to pay wages to piece-rate or commission workers for time spent in rest breaks or recovery period or non-productive time; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above, or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint; (g) any other claims or penalties under the wage and hour laws pleaded in the Action; and (h) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief. ("Released Claims"). (Emphasis added).

Dated: 5/22/2023 | 6:06 PM PDT

RYAN GENTILE

By:  7F008EC4552043A...
Named Plaintiff

Dated: _____

HOMESIDE FINANCIAL, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: May 25, 2023

AEGIS LAW FIRM, PC

By: 

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
Daniel E. Ishu

ATTORNEYS FOR NAMED PLAINTIFF
RYAN GENTILE

Dated: _____

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

By: _____
Aaron H. Cole
Catherine L. Brackett

ATTORNEYS FOR DEFENDANT HOMESIDE
FINANCIAL, LLC

1 Dated: May 24, 2023

HOMESIDE FINANCIAL, LLC

By: 
(Signature)

Daniel Macy
(Printed Name)

EVP, General Counsel
(Title)

8 **APPROVED AS TO FORM ONLY:**

9 Dated: _____

AEGIS LAW FIRM, PC

By: _____
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
Daniel E. Ishu

ATTORNEYS FOR NAMED PLAINTIFF
RYAN GENTILE

17 Dated: May 24, 2023

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

By: 
Aaron H. Cole
Catherine L. Brackett

ATTORNEYS FOR DEFENDANT HOMESIDE
FINANCIAL, LLC