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18 Attorneys for Defendant PARKSIDE LENDING,
19 LLC

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN DIEGO

22 DESIREE REYES and LISA BRAVATTI, as
individuals and on behalf of all others
23 similarly situated,

24 Plaintiffs,

25 vs.

26 PARKSIDE LENDING, LLC., a California
Company, and DOES 1-50, inclusive.

27 Defendants.
28

Case No. 37-2022-00022628-CU-OE-CTL

**STIPULATION RE: SETTLEMENT OF
CLASS ACTION**

IMAGED FILE

Judge: Joel R. Wohlfeil
Dept: Dept. C-73

Action Filed: June 13, 2022

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Desiree
2 Reyes and Lisa Bravatti (“Plaintiffs” or “Class Representatives”), on behalf of themselves and on
3 behalf of (a) the proposed class of similarly situated individuals and (b) allegedly aggrieved
4 employees under the Private Attorneys General Act (“PAGA”), on the one hand, and defendant
5 Parkside Lending, LLC (“Parkside”), on the other hand (Plaintiffs and Parkside being hereafter
6 collectively described as the “Settling Parties”), as set forth below:

7 **I. The Conditional Nature of This Stipulation.**

8 This Stipulation Re: Settlement of Class and Collective Actions including the
9 referenced Exhibits (hereafter referred to as “Stipulation”) is made for the sole purpose of
10 attempting to consummate settlement of the above captioned action (hereafter the “Litigation”) on
11 a class and representative action basis. This Stipulation, and the settlement it evidences, is made
12 in compromise of disputed claims. Because this Stipulation purports to settle the Litigation on a
13 class and representative action basis, this settlement must receive preliminary and final approval
14 from the Court. Accordingly, the Settling Parties enter into this Stipulation and associated
15 settlement on a conditional basis that the Court enter an Order Granting Final Approval of the
16 Settlement. In the event that the Court does not execute and file an Order Granting Final Approval
17 of Settlement as discussed hereafter, or in the event that the associated Judgment does not become
18 Final for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force
19 or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the
20 negotiation, terms, and entry of the Stipulation shall remain subject to the provisions of California
21 Evidence Code sections 1119 and 1152, except that the documents filed in support of the motion
22 for preliminary approval and/or final approval shall remain part of the public record.

23 Parkside denies all of the allegations and claims, including as to liability, damages,
24 penalties, interest, fees, restitution and all other forms of relief as well as the class and
25 representative action allegations asserted in the Litigation. Parkside has agreed to resolve the
26 Litigation via this Stipulation, but to the extent this Stipulation is disapproved by the Court,
27 deemed void, or does not otherwise take effect, Parkside does not waive, but rather expressly
28 reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural

1 and factual grounds, including without limitation the ability to challenge class and/or
2 representative action treatment on any grounds or assert any and all defenses or privileges. The
3 Class Representatives and Class Counsel agree that Parkside retains and reserves these rights, and
4 agree not to take positions to the contrary; specifically, the Class Representatives and Class
5 Counsel agree not to argue or present any argument, and hereby waive any argument, that this
6 Stipulation estops or otherwise precludes from Parkside contesting class and/or representative
7 treatment on any grounds if this Litigation were to proceed.

8 **II. The Parties to this Stipulation.**

9 This Stipulation is made and entered into by and among the Settling Parties (as
10 defined in section VI(1) below), with the assistance of their respective counsel of record. This
11 Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and
12 settle the Released Claims upon and subject to the terms and conditions hereof. This Stipulation is
13 also intended to result in the resolution with prejudice of the underlying Litigation. This
14 Stipulation is intended to and will also result in the execution of general releases of all claims of
15 any nature held by the Class Representatives.

16 **III. The Litigation.**

17 In the above-captioned action, Plaintiff Desiree Reyes filed a Complaint against
18 Parkside in San Diego County Superior Court on June 13, 2022, filed a First Amended Complaint
19 on August 8, 2022, and filed a Second Amended Complaint (“SAC”) in January, 2023. The SAC
20 added Lisa Bravatti as a named plaintiff and Class Representative. In addition, on February 17,
21 2022, an additional Plaintiff (Jacob Reyes) filed an action against Parkside in San Bernardino
22 Superior Court, entitled *Jacob Reyes v. Parkside Lending LLC*, San Bernardino Superior Court,
23 Case No. CIVSB 2203861 (the “San Bernardino Lawsuit”), alleging claims substantially similar to
24 those in the Litigation.

25 In their SAC, Plaintiffs Desiree Reyes and Lisa Bravatti alleged class action claims
26 under the California Business and Professions Code and the California Labor Code, by reason of
27 the following alleged conduct: (1) failure to pay all minimum wages due; (2) failure to pay all
28 overtime wages due; (3) meal period violations, including without limitation failure to provide

1 required meal periods or to pay required premiums in lieu thereof; (4) rest period violations,
2 including without limitation failure to provide required rest periods or to pay required premiums in
3 lieu thereof; (5) underpaid sick leave wages, including without limitation COVID-19 supplemental
4 paid sick leave; (6) untimely payment of wages; (7) wage statement violations, including without
5 limitation failure to provide accurate wage statements; (8) waiting time penalties, including
6 without limitation failure to timely pay final wages upon termination of employment; (9) failure to
7 reimburse necessary expenses; (10) recordkeeping violations; and (11) unfair business practices.
8 Plaintiff also alleged individual and representative claims seeking penalties under PAGA for the
9 foregoing alleged violations of the Labor Code. Parkside has answered the Second Amended
10 Complaint, and, as it did in the earlier complaints in both lawsuits, it has denied the material
11 allegations.

12 On November 29, 2022, counsel for Parkside and Class Counsel, all of whom are
13 experienced in these types of cases, attended a mediation session with Tripper Ortman, an
14 experienced mediator knowledgeable of both wage and hour laws and class and representative
15 claims at issue in the Litigation. The mediation culminated in a binding term sheet executed by
16 counsel, providing for the full and final resolution of the Litigation and the resolution of all claims
17 asserted by Jacob Reyes, including dismissal of the San Bernardino Lawsuit.

18 This Stipulation is intended to result in the creation of a settlement class comprised
19 of all non-exempt employees of Parkside in California at any time during the period from
20 February 17, 2018 through the Preliminary Approval Date. Solely for the purpose of settling this
21 case, the Settling Parties stipulate and agree that the requirements for establishing class
22 certification with respect to this class have been met and are met. If this Settlement is not
23 approved by the Court for any reason, Parkside reserves its rights to contest class and/or
24 representative claims and the parties shall revert to the respective positions they held prior to
25 entering into the Stipulation.

26 This Stipulation, if approved by the Court, will result in the termination with
27 prejudice of the Litigation through the entry of the Judgment, and the release of all Released
28

1 Claims for all Settlement Class Members. The Class Representatives will also execute a general
2 release of all claims.

3 **IV. Defendant's Denial of Wrongdoing or Liability.**

4 Parkside denies all of the claims and contentions alleged by the Class
5 Representatives in the Litigation. Nonetheless, Parkside has concluded that further conduct of the
6 Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully
7 and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.
8 Parkside has also taken into account the uncertainty and risks inherent in any litigation, and
9 Parkside has determined that it is desirable and beneficial that the Litigation be settled now in the
10 manner and upon the terms and conditions set forth in this Stipulation.

11 **V. Claims of the Class Representatives and Benefits of Settlement.**

12 The Class Representatives and Class Counsel believe that the claims presently
13 asserted in the Litigation have merit and that evidence developed to date supports those claims.
14 However, the Class Representatives and Class Counsel recognize and acknowledge the expense
15 and length of the type of continued proceedings necessary to prosecute the Litigation against
16 Parkside through trial and through appeals. The Class Representatives and Class Counsel have
17 also taken into account the uncertain outcome and the risk of any litigation, as well as the
18 difficulties and delays inherent in such litigation. Based upon their evaluation, the Class
19 Representatives and Class Counsel have determined that the settlement set forth in the Stipulation
20 is in the best interests of the Class Representatives and the Class.

21 **VI. Terms of Stipulation and Agreement of Settlement.**

22 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and
23 between the Class Representatives (for themselves and the Class Members) and Parkside, with the
24 assistance of their respective attorneys of record, that, as among the Settling Parties, including all
25 Class Members, the Litigation and the Released Claims shall be finally and fully compromised,
26 settled, and released, and the Litigation shall be resolved with prejudice, as to all Settling Parties,
27 upon and subject to the terms and conditions of the Stipulation and the Judgment.

1 1. Definitions.

2 As used in all parts of this Stipulation, the following terms have the meanings
3 specified below:

4 1.1. “Parkside” means Parkside Lending, LLC. “Parkside Releasees” means
5 Parkside and each of its parents, affiliates, subsidiaries, predecessors, successors, divisions, joint
6 venturers, attorneys, and assigns and each of these entities’ past or present owners, directors,
7 officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers,
8 shareholders, attorneys, employee benefit plans, employee benefit plan trustees, fiduciaries, and
9 administrators, and personal or legal representatives (including, without limitation, Matthew
10 Ostrander, Paul Breimayer, Liz Mandel and Alan Sagatelyan).

11 1.2. “Class” means the collective group of Persons who were non-exempt
12 employees of Parkside in California at any point during the Class Period. Parkside estimates that
13 the Class will consist of approximately 190 Persons.

14 1.3. “Class Counsel” means Nick Ferraro of Ferraro Vega Employment
15 Lawyers, Inc. and Rick Waltman of Rick Waltman Law APC.

16 1.4. “Class Member” or “Member of the Class” means a Person who is a
17 member of the Class.

18 1.5. “Class Notice” or “Notice” or “Notice to Class Members” means a notice
19 (and associated response forms) to be approved by the Court, which shall be submitted to the
20 Court substantially in the form attached hereto as Exhibit B. The Notice will be formatted by the
21 Settlement Administrator, and it will not appear on pleading paper when ultimately mailed to
22 Class Members.

23 1.6. “Class Period” means the period from February 17, 2018 through and
24 including the Preliminary Approval Date.

25 1.7. “Court” means the San Diego Superior Court.

26 1.8. “Effective Date” means the date on which the Judgment becomes Final.

27 1.9. “Final” means the point at which the Judgment has become final and
28 irreversible because the latest of the following dates has occurred: (i) the date of final affirmance

1 on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending
2 appeal from the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing
3 or noticing of any form of valid appeal from the Judgment. Notwithstanding the foregoing, any
4 proceeding or order, or any appeal or petition for a writ pertaining solely to the award of attorneys'
5 fees or costs shall not, by itself, in any way delay or preclude the Judgment from becoming Final.

6 1.10. "Judgment" means the judgment to be rendered by the Court pursuant to
7 this Stipulation, substantially in the form attached hereto as Exhibit D.

8 1.11. "Last Known Address" or "Last Known Addresses" means the most
9 recently recorded mailing address for a Class Member as such information is contained in
10 employment or personnel records maintained by Parkside.

11 1.12. "Litigation" or "the Litigation" means the above-captioned Lawsuit pending
12 in San Diego Superior Court.

13 1.13. "Maximum Settlement Amount" means the maximum gross amount that
14 Parkside shall pay under the terms of this Stipulation, which is \$575,000 (five hundred seventy-
15 five thousand dollars). This amount shall cover all expenses associated with the settlement,
16 including: (a) the Maximum Settlement Portion for Payments to Settlement Class Members; (b)
17 the maximum gross amount for Class Counsel's attorneys' fees to be paid in accordance with the
18 terms set forth in Paragraph 2.8.1, which is \$191,666.66; (c) the maximum gross amount for all of
19 Class Counsel's and the Class Representatives' taxable litigation costs, as well as their normal and
20 customary expenses, which shall not exceed \$30,000; (d) the anticipated gross amount for claims
21 administration costs, which is \$15,000; (e) the maximum gross amount for the enhancement
22 payments and consideration for individual releases to be made by Parkside to the Class
23 Representatives, which is a maximum of \$15,000; and (f) the maximum gross amount for payment
24 in consideration for the release of all Released Claims under the California Private Attorneys
25 General Act of 2004, codified at California Labor Code sections 2698 et seq., which is \$20,000
26 (75%, or \$15,000, of which shall sent to the California Labor Workforce Development Agency,
27 with the remaining 25% (or \$5,000) to be part of the Maximum Settlement Portion for Payments
28 to Settlement Class Members). In the event that the total number of Qualifying Work Weeks for

1 the time period from February 17, 2018 through November 29, 2022 exceeds 13,145 by five
2 (5) percent or more, the Maximum Settlement Amount shall increase proportionately for each
3 Qualifying Work Week above 13,145 work weeks, and the amounts set forth as items (a) through
4 (f) of this Paragraph 1.13 shall each be adjusted accordingly. Except for any such adjustment and
5 for the payment of Payroll Taxes, which taxes Parkside shall pay separately and which shall not be
6 paid from the Maximum Settlement Fund, Parkside will not under any circumstances pay more
7 than the Maximum Settlement Amount.

8 1.14. "Maximum Settlement Portion for Payments to Settlement Class Members"
9 means the maximum amount for payments to Settlement Class Members, which is the Maximum
10 Settlement Amount less all other payments provided for in this Stipulation.

11 1.15. "Notice Mailing Deadline" means the date thirty (30) days after the
12 Preliminary Approval Date.

13 1.16. "Notice Response Deadline" means the date forty-five (45) days after the
14 date that the Claims Administrator mails the Notice to the Class.

15 1.17. "Opt Out" or "Opt Outs" means Class Members who submit written
16 requests, in the form specified in the Class Notices, to be excluded from the Settlement Class.

17 1.18. "Opt Out Request" means a written request by a Class Member to be
18 excluded from the Settlement Class, in the form specified in the Class Notices.

19 1.19. "Order of Final Approval" or "Order Granting Final Approval of
20 Settlement" means an order to be entered and filed by the Court, to be submitted to the Court
21 substantially in the form attached hereto as Exhibit C.

22 1.20. "Payroll Taxes" shall mean the payroll taxes and associated payments that
23 an employer is required to make when making standard wage payments to employees, i.e., the
24 employer share of the payroll tax.

25 1.21. "Person" means a natural person.

26 1.22. "Preliminary Approval Date" means the date on which the Court enters the
27 Preliminary Approval Order.

28 1.23. "Preliminary Approval Order" means an order executed and filed by the

1 Court, to be submitted to the Court substantially in the form attached hereto as Exhibit A.

2 1.24. A “Qualifying Work Week” is any calendar week in which a Class Member
3 was actively employed as a non-exempt employee by Parkside in California during the Class
4 Period.

5 1.25. A “Reasonable Address Verification Measure” means the utilization of the
6 National Change of Address Database maintained by the United States Postal Service to review
7 the accuracy of and, if possible, update a mailing address. A “Secondary Address Verification
8 Measure” means the use of Social Security numbers to run a standard skip trace.

9 1.26. “Released Claims” means any and all claims, demands, rights, liabilities
10 and causes of action of every nature and description whatsoever, including without limitation
11 statutory, constitutional, contractual or common law claims, against the Parkside Releasees, or any
12 of them, including without limitation claims for wages, damages, unpaid costs, penalties,
13 liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or
14 equitable relief, including Unknown Claims, that accrued during the Class Period as a result of the
15 Class Members’ employment in California for Parkside for each of the following categories of
16 claims or allegations: (a) (i) failure to pay minimum wages due and/or failure to calculate the
17 regular rate of pay for any types of wages or premiums; (ii) failure to pay any and all regular or
18 premium wages, including but not limited to overtime wages; (iii) failure to provide sufficient
19 meal periods and/or to pay premiums in lieu thereof; (iv) failure to provide sufficient rest periods
20 and/or to pay premiums in lieu thereof;; (v) failure to pay sick leave wages, including without
21 limitation COVID-19 supplemental paid sick leave; (vi) untimely payment of wages; (vii) failure
22 to furnish accurate itemized wage statements; (viii) failure to timely pay all wages due to
23 discharged, quitting or otherwise terminated employees; (ix) failure to reimburse necessary
24 business expenses; (x) failure to comply with payroll or wage record-keeping requirements; and
25 (ix) to the extent not covered by the above, claims that were asserted or could have been asserted
26 based on the facts alleged in the Second Amended Complaint filed in the Litigation; (b) any and
27 all claims alleging statutory violations arising from the same categories of allegations set forth
28 above in Paragraph 1.26(a), including without limitation claims under the California Labor Code

1 sections 201, 202, 203, 204, 204b, 210, 216, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246 *et seq.*,
2 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
3 2802, any applicable California Industrial Welfare Commission Wage Orders, California Business
4 & Professions Code sections 17200 *et seq.*, and California Private Attorneys General Act, Labor
5 Code section 2698 *et seq.* and the federal Fair Labor Standards Act (“FLSA”); (c) any and all
6 claims for penalties or liquidated damages or other available remedies arising from the categories
7 of allegations set forth above in Paragraph 1.26(a) and (b), including without limitation claims
8 under the California Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 225.5, 226, 226.2,
9 226.3, 226.7, 227.3, 246 *et seq.*, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
10 1197, 1197.1, 1198, 1199, and 2802, any applicable California Industrial Welfare Commission
11 Wage Orders, California Business & Professions Code sections 17200 *et seq.*, and the California
12 Private Attorneys General Act, Labor Code section 2698 *et seq.*; and (d) any and all claims for
13 interest, costs, or attorneys’ fees arising from the categories of allegations set forth above in
14 Paragraph 1.26(a) and (b), including without limitation claims under California Labor Code
15 sections 218.5, 1194, and 2699(g)(1) and California Code of Civil Procedure section 1021.5. The
16 Settling Parties understand and agree that the Released Claims include claims under the California
17 Private Attorneys General Act of 2004, codified at California Labor Code sections 2698 *et seq.*,
18 for which the Class is being granted additional consideration, which is already part of, and not in
19 addition to, the Maximum Settlement Amount, including the amount of \$15,000, which shall be
20 paid to the California Labor and Workforce Development Agency pursuant to this Stipulation. It
21 is agreed that California Labor Code Section 2804 does not affect or impede this release because
22 part of the Judgment reflects a court-approved settlement.

23 1.27. “Settlement Administrator” means the third-party claims administration
24 firm of Rust Consulting, Inc.

25 1.28. “Settlement Class Members” means the group of all Class Members who do
26 not opt out of the Class by submitting Opt Out Requests pursuant to Paragraph 2.5.1, and thus
27 means the collective group of all of the Class Members who will become subject to and bound by
28 the Judgment if the Effective Date occurs.

1 1.29. “Individual Settlement Sum” means the total, gross amount due to an
2 individual Settlement Class Member, which shall be the product of the Individual Settlement Sum
3 Variable (defined below) multiplied by the number of Qualifying Work Weeks worked by that
4 Settlement Class Member. Because of the withholdings described in Paragraphs 2.1.3 and 2.2.1,
5 the net amount ultimately received by each Settlement Class Member will be less than his or her
6 gross Individual Settlement Sum.

7 1.30. “Individual Settlement Sum Variable” means the number which is the
8 quotient of the Maximum Settlement Portion for Payments to Settlement Class Members divided
9 by the total number of Qualifying Work Weeks for all Settlement Class Members.

10 1.31. “Final Fairness Hearing” or “Final Approval Hearing” means a hearing set
11 by the Court to take place on or about the date which is twenty-five (25) days after the Notice
12 Response Deadline (or as otherwise specified by the Court) for the purpose of (i) determining the
13 fairness, adequacy and reasonableness of the Stipulation and associated settlement pursuant to
14 class and collective action procedures and requirements; (ii) determining the good faith of the
15 Stipulation; (iii) awarding attorneys’ fees, costs, and enhancement awards; and (iv) entering
16 Judgment.

17 1.32. “Final Fairness Hearing Motion Date” shall mean the date on which the
18 motion for final approval is filed pursuant to Paragraph 2.5.6, and this date shall be approximately
19 16 court days prior to the Final Fairness Hearing, or as otherwise specified by the Court.

20 1.33. “Stipulation” means this agreement and all of its attachments and exhibits,
21 which the Settling Parties understand and agree sets forth all material terms and conditions of the
22 settlement between them, and which is subject to Court approval.

23 1.34. “Unknown Claims” means those Released Claims by the Class
24 Representatives and Settlement Class Members and that they do not know or suspect to exist in
25 their favor. The Class Representatives and Settlement Class Members, and each of them, shall be
26 deemed to have waived the provisions, rights, and benefits of California Civil Code § 1542 or any
27 like provision of the law of any other pertinent jurisdiction. California Civil Code § 1542
28 provides:

1 A general release does not extend to claims that the creditor or releasing party
2 does not know or suspect to exist in his or her favor at the time of executing
3 the release and that, if known by him or her, would have materially affected
4 his or her settlement with the debtor or released party.

5 1.34.1. The Class Representatives and Settlement Class Members may hereafter
6 discover facts in addition to or different from those which they now know or believe to be true
7 with respect to the subject matter of the Released Claims, but the Class Representatives and
8 Settlement Class Members, upon occurrence of both the Effective Date and Parkside's full funding
9 and payment of the Maximum Settlement Amount, pursuant to the payment terms set forth in
10 Paragraph 2.6, shall be deemed to have, and by operation of the Judgment shall have, fully,
11 finally, and forever settled and released the Released Claims. The Class Representatives
12 acknowledge that the foregoing waiver was separately bargained for and a key element of the
13 settlement of which this release is a part. It is understood and agreed that Unknown Claims
14 include only those claims that meet the definition of Released Claims and therefore do not include,
15 for example, claims for wrongful termination, workplace harassment or discrimination, or
16 Workers Compensation Claims.

17 1.35. "Updated Address" means a mailing address that was updated via a
18 Reasonable Address Verification Measure or via an updated mailing address provided by the
19 United States Postal Service or a Class Member.

20 1.36. "Wage" or "Wages" Or "wage" or "wages" shall have the same meaning as
21 the term wages under California Labor Code section 200.

22 2. The Settlement.

23 2.1. *Consideration to Settlement Class Members.*

24 2.1.1. Within fifteen (15) days of the Effective Date, and only if the Effective
25 Date occurs, Parkside, through the Settlement Administrator, and according to the terms,
26 conditions, and procedures set forth in this Stipulation, shall pay each Settlement Class Member
27 his or her Individual Settlement Sum. With this payment, the Settlement Administrator will
28 include a post card or other notice stating: "This notice is being mailed to all Settlement Class

1 Members, including you, pursuant to California Rule of Court 3.771(b) to advise you that the
2 Court has approved the settlement of this matter and entered judgment accordingly. No further
3 action is required on your part.”

4 2.1.2. The Individual Settlement Sums shall be allocated for reporting reasons
5 as follows: (a) one third (33.33%) shall be deemed payment in settlement of claims for unpaid
6 wages; and (b) two thirds (66.67%) shall be deemed payment for penalties, liquidated damages,
7 unreimbursed business expenses, and interest. Parkside shall be responsible for payment of
8 Payroll Taxes on the wage portion of these payments, in addition to the Maximum Settlement
9 Amount.

10 2.1.3. As further detailed in this Section 2, Parkside, itself or through the
11 Settlement Administrator, will report each payment made pursuant to this Stipulation to
12 government authorities, including the Internal Revenue Service, as required by law, and it shall
13 make all required deductions and/or withholdings.

14 2.1.4. Only Settlement Class Members are entitled to any payment under this
15 Stipulation and the associated Judgment.

16 2.2. *Taxes*

17 2.2.1. Those payments (or portions thereof) allocated to the settlement of claims
18 for unpaid wages (a) shall be subject to required withholdings and deductions, and so the net
19 amounts payable will be less than the gross amounts; and (b) shall be reported in the year of
20 payment as wage income to the Settlement Class Members on a Form W-2 or analogous form.
21 Those payments (or portions thereof) allocated to any other claims, including without limitations
22 claims for unreimbursed business expenses, penalties, liquidated damages, and interest (a) shall
23 not be subject to withholdings and deductions, and so the net amounts payable will be equal to the
24 gross amounts; and (b) shall be reported in the year of payment as non-wage income to the
25 Settlement Class Members on a Form 1099 or analogous form. Other than as set forth above,
26 Parkside will not, unless otherwise required by law, make any deductions, withholdings or
27 additional payments from the Individual Settlement Sum of any Settlement Class Member,
28 including without limitation, medical or other insurance payments or premiums, employee 401(k)

1 contributions or matching employer contributions, wage garnishments, or charity withholdings.
2 Any amount paid to Settlement Class Members shall not create any credit or otherwise affect the
3 calculation of any deferred compensation, benefit, or other compensation plan provided by
4 Parkside.

5 2.2.2. Other than the withholding and reporting requirements set forth in
6 Paragraphs 2.1.2, 2.1.3, and 2.2.1, the Settlement Class Members shall be solely responsible for
7 the reporting and payment of any federal, state and/or local income or other tax or any other
8 withholdings, if any, on any of the payments made pursuant to this Stipulation. Parkside makes no
9 representations, and it is understood and agreed that Parkside has made no representations, as to
10 the taxability of any portions of the settlement payments to any Settlement Class Members, the
11 payment of any costs or attorneys' fee awards, any payments to the Class Representatives, or any
12 other payments made pursuant to this Stipulation. The Notice will advise Class Members to seek
13 their own tax advice prior to acting in response to that notice.

14 2.3. *Approval of Notice to the Class and Scheduling of a Final Fairness*
15 *Hearing.*

16 2.3.1. After filing of the SAC in San Diego Superior Court in the Litigation and
17 dismissal of the San Bernardino Lawsuit with prejudice as to Jacob Reyes and without prejudice to
18 putative class members, the Class Representatives, through Class Counsel, shall file this
19 Stipulation with the Court and move for preliminary approval of this Stipulation. The motion
20 shall note that the San Bernardino Lawsuit has been dismissed, as such dismissal is a material term
21 of this Stipulation of Settlement. Class Counsel will provide an advance copy of this motion to
22 counsel for Parkside. Via this submission, and a supporting motion, the Class Representatives,
23 through Class Counsel, will request that the Court enter the Preliminary Approval Order thereby
24 scheduling the Final Fairness Hearing for the purposes of determining the good faith of this
25 settlement, granting final approval of the settlement, and entering Judgment. Via this same
26 motion, the Class Representatives, through Class Counsel, shall advise the Court of the
27 agreements set forth in Paragraphs 2.8.1, 2.8.2 and 2.8.3 of this Stipulation.

1 2.3.2. The Class Representatives shall endeavor to notice the motion for entry of
2 the Preliminary Approval Order described in Paragraph 2.3.1 for a hearing before the Court as
3 soon as possible, subject to Court availability. Failure of the Court to enter the Preliminary
4 Approval Order in its entirety or in a substantially similar form following the efforts of the
5 Settling Parties to obtain such entry will be grounds for Parkside to terminate the settlement and
6 the terms of this Stipulation.

7 2.3.3. If the Court enters the Preliminary Approval Order more than twenty (20)
8 days after the hearing date for the motion for preliminary approval, Class Counsel and counsel for
9 Parkside shall meet and confer to reach agreement on any necessary revisions of the deadlines and
10 timetables set forth in this Stipulation. In the event that the Settling Parties fail to reach such
11 agreement, any of the Settling Parties may apply to the Court via a noticed motion for
12 modification of the dates and deadlines in this Stipulation, provided that such a request to the
13 Court may seek only reasonable modifications of the dates and deadlines contained in this
14 Stipulation and no other changes.

15 2.3.4. If the Court enters the Preliminary Approval Order, then at the resulting
16 Final Fairness Hearing, the Class Representatives and Parkside, through their counsel of record,
17 shall address any written objections from Class Members, any concerns from Class Members who
18 attend the hearing, and any concerns of the Court. Unless the Stipulation is terminated or voided
19 per its terms, the Settling Parties and their counsel will seek, and take all reasonable steps to
20 obtain, approval of the Stipulation and entry of the Judgment by the Court.

21 2.4. *Notice to Class Members.*

22 2.4.1. If, by entering the Preliminary Approval Order, the Court provides
23 authorization to send the Class Notice to Class Members, Parkside, through the Settlement
24 Administrator, will facilitate the mailing of the Notice to all Class Members at their Last Known
25 Addresses. The Notices shall be mailed via first class mail through the United States Postal
26 Service, postage pre-paid. The Notice shall include, as an attached form, a pre-printed change of
27 address form. The Notice shall also include instructions on how a Class Member can submit an
28 Opt Out Request. No other materials will be included with the mailings enclosing these notices.

1 No Settling Party shall send any other materials to any Class Member, provided that Class
2 Counsel may respond to individual inquiries from Class Members.

3 2.4.2. The Notice and their envelopes or coverings shall be marked to denote
4 the return address of the Settlement Administrator as set forth on the change of address form in the
5 Notice.

6 2.4.3. Parkside shall compile information respecting the name, Last Known
7 Address, Social Security Number, and number of Qualifying Work Weeks for each Class Member
8 for the Settlement Administrator so that the Settlement Administrator can state in the Notice each
9 individual's expected gross Individual Settlement Sum and number of Qualifying Work Weeks in
10 the Class Period, engage in the processing and mailing of each Notice, and carry out the associated
11 claims and payment process. This information will not be provided to the Class Representatives
12 or Class Counsel, except that if Class Counsel are contacted by a Class Member with respect to
13 the Settlement, and such Class Member authorizes Class Counsel in writing (which may include
14 email) to receive their personal information, Class Counsel may send an email to the Settlement
15 Administrator forwarding such authorization and copying Parkside's counsel
16 (malcolm.heinicke@mto.com and joseph.lee@mto.com), and the Settlement Administrator shall
17 thereafter promptly provide Class Counsel (with copy to Parkside's counsel) the requested
18 information respecting the specific Settlement Class Member as issue; provided, however, that
19 such information shall not include any Class Member's Social Security Number or California
20 Driver's License number. Any such information provided to Class Counsel shall be highly
21 confidential and shall not be disclosed to any Person. By preliminarily approving this settlement,
22 the Court will be deemed to have authorized (a) Parkside to provide the Settlement Administrator
23 with the class list data and Social Security Number of each Class Member, and (b) the Settlement
24 Administrator to provide certain information to Class Counsel as set forth above. The number of
25 Qualifying Work Weeks and the associated calculation of Individual Settlement Sums will be
26 determined by reference to Parkside's records, which shall be presumed to be correct.

1 2.4.4. Prior to mailing the Notice to each Class Member, the Settlement
2 Administrator shall include in the space provided on each such notice the estimated gross
3 Individual Settlement Sum for the Class Member in question.

4 2.4.5. Prior to mailing the Notice to each Class Member, the Settlement
5 Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current
6 accuracy of the Last Known Address of each Class Member. To the extent this process yields an
7 Updated Address, that Updated Address shall replace the Last Known Address and be treated as
8 the new Last Known Address for purposes of this Stipulation and for subsequent mailings in
9 particular.

10 2.4.6. The Notice Mailing Deadline is the last date for the Settlement
11 Administrator to mail the Notices to the Last Known Address of each Class Member and post the
12 Notices on the website established per this Stipulation.

13 2.4.7. All costs of the mailing described in Paragraph 2.4.1 (including, for
14 example, the fees charged by the Settlement Administrator, the cost of the envelopes in which the
15 Notice will be mailed, the cost of reproducing the Notice, the cost of postage to send the Notice,
16 and the costs of maintaining the website established per this Stipulation), shall be included in the
17 portion of the Maximum Settlement Amount allocated for claims administration costs.

18 2.4.8. Unless the Settlement Administrator receives a Notice returned from the
19 United States Postal Service for reasons discussed below in this paragraph, each Notice shall be
20 deemed mailed and received by the Class Member upon mailing. In the event that subsequent to
21 the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the
22 Settlement Administrator by the United States Postal Service with a forwarding address for the
23 recipient, the Settlement Administrator shall re-mail that Notice to the forwarding address, that
24 Notice will be deemed mailed and received at that point, and the forwarding address shall be
25 deemed the Updated Address for that Class Member. In the event that subsequent to the first
26 mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the
27 Settlement Administrator by the United States Postal Service because the address of the recipient
28 is no longer valid, e.g., the envelope is marked "Return to Sender," the Settlement Administrator

1 shall undertake another Reasonable Address Verification Measure to attempt to ascertain the
2 current address of the particular Class Member in question and, if such an address is ascertained,
3 the Settlement Administrator will re-send that Notice within five (5) days of receiving such
4 information. If no Updated Address is obtained for that Class Member through this second effort,
5 the Notice shall be sent again to the Last Known Address, and in either event, the Notice shall be
6 deemed received once it is mailed for the second time. In the event that subsequent to the second
7 mailing of a Notice, and on or after the Notice Response Deadline, a Notice is returned to the
8 Settlement Administrator by the United States Postal Service because the address of the recipient
9 is no longer valid, i.e., the envelope is marked "Return to Sender," the Settlement Administrator
10 shall be required to take no further action with that Notice and it shall be deemed to have been
11 delivered. Nothing in this Paragraph 2.4.8 shall be deemed to extend the Notice Response
12 Deadline.

13 2.5. *Responses to the Notice; Motion for Final Approval.*

14 2.5.1. Class Members may elect to opt out of the Class and thus exclude
15 themselves from the Class. Class Members who wish to exercise this option must mail to the
16 Settlement Administrator a timely, fully completed Opt Out Request consistent with the
17 instructions contained in the Notice. Class Members who do not properly submit Opt Out
18 Requests postmarked on or before the Notice Response Deadline shall be deemed Members of the
19 Settlement Class and will be deemed to have forever waived his or her right to opt out of the
20 Settlement. Class Members who properly submit Opt Out Requests shall have no further role in
21 the Litigation, and for all purposes they shall be regarded as if they never were parties to this
22 Litigation. To the extent that any Class Members properly submit Opt Out Requests, the funds
23 that would have been allocated to them for payment of the Individual Settlement Sums shall be
24 allocated to the Settlement Class Members on a pro rata basis and included in the distributions to
25 Settlement Class Members pursuant to this Stipulation.

26 2.5.2. Within ten (10) business days after the Notice Response Deadline, the
27 Settlement Administrator will provide copies of all Opt Out Requests to counsel for Parkside by
28 email. If more than 8% of the Class Members opt out of the settlement, Parkside shall have the

1 unilateral right to terminate this settlement this settlement within 30 days of receipt of the Opt Out
2 Requests.

3 2.5.3. Class Members who have not filed a valid Opt Out Request may object to
4 the Stipulation by submitting written objections to the Settlement Administrator no later than the
5 Notice Response Deadline. The Notice shall advise Class Members of this option. The
6 Settlement Administrator shall immediately provide any such objections to the Settling Parties,
7 who shall subsequently provide them to the Court during the final approval process. The Settling
8 Parties agree to respond to any objections at a hearing before the Court, and may submit a written
9 response to the Court prior to the final approval hearing. Class Members who attend the final
10 approval hearing retain the right to object orally at such hearing.

11 2.5.4. Class Members who, for future reference and mailings from the Court or
12 Settlement Administrator, if any, wish to change the name or address listed on the envelope in
13 which the Notice was first mailed to them, must either (a) add their new address information to a
14 timely submitted Opt Out Request; or (b) fully complete, execute, and mail, per the instructions
15 therein, the form entitled “Change of Name or Address Information” attached to the Notice as
16 Form A. All name or address change requests must be postmarked or received on or before the
17 Notice Response Deadline. To the extent that a Class Member requests a replacement Notice or
18 associated forms prior to the Notice Response Deadline, the Settlement Administrator shall
19 provide that Class Member with a replacement Notice.

20 2.5.5. In the event that a Class Member disputes his or her Individual Settlement
21 Sum, the Settlement Administrator shall consult with Parkside and Class Counsel to provide them
22 an opportunity to review the dispute. If Parkside and Class Counsel do not agree on resolution of
23 the dispute, the Settlement Administrator shall advise on its view of the proper Individual
24 Settlement Sum for the individual in question. The Settlement Administrator shall provide written
25 notice of such conclusion to the Class Member no later than 30 days after the Notice Response
26 Deadline.

27 2.5.6. Prior to the Final Fairness Hearing and consistent with the rules imposed
28 by the Court, the Class Representatives shall move the Court for entry of the Order of Final

1 Approval (and the associated entry of Judgment). Class Counsel shall provide an advance copy of
2 this motion to Parkside. Through this motion, the Class Representatives shall advise the Court of
3 the agreements in Paragraphs 2.8.1, 2.8.2, and 2.8.3 of this Stipulation. The Class Representatives
4 and Class Counsel shall be responsible for justifying the agreed upon payments set forth in
5 Paragraphs 2.8.1, 2.8.2, and 2.8.3 of this Stipulation. The Settling Parties shall make all
6 reasonable efforts to secure entry of the Order of Final Approval and Judgment. If the Court, after
7 all the Parties exhaust all reasonable good faith efforts to effectuate the material terms of this
8 Stipulation, rejects the Stipulation, or fails to enter the Order of Final Approval, or enter the
9 Judgment, Parkside shall have the option to void this Stipulation ab initio, and if it does so,
10 Parkside shall have no obligations to make any payments under the Stipulation. In the event that
11 the Stipulation becomes void for this or any other reason, Parkside agrees to pay the reasonable
12 fees and costs already incurred by the Settlement Administrator and retains all rights to challenge
13 all claims and allegations in the Litigation upon all procedural and factual grounds, including
14 without limitation the ability to challenge class or representative action treatment on any grounds
15 or assert any and all defenses.

16 2.5.7. In the event the Court declines to certify the Class or grant approval to
17 this settlement, the Parties agree to work in good faith to amend this Agreement to effectuate the
18 settlement terms contained here in order to further seek approval in a subsequent motion.

19 2.6. *Timing of Payment to Settlement Class Members.*

20 2.6.1. Within fifteen (15) days of, and only after, the Effective Date, Parkside,
21 through the Settlement Administrator, shall pay to each Settlement Class Member his or her
22 respective Individual Settlement Sum, including any funds that are being redistributed to such
23 Settlement Class Member on a pro rata basis according to Qualifying Work Weeks, as provided in
24 Paragraphs 2.5.1, 2.5.2, 2.8.1, and 2.8.2. Checks sent to Settlement Class Members will include a
25 notice that, by cashing the check, the Settlement Class Member will be releasing covered FLSA
26 claims.

27 2.6.2. In accordance with the terms of Paragraphs 2.1.1 and 2.1.2, Parkside,
28 through the Settlement Administrator, shall issue to each Settlement Class Member a check or

1 checks from an account administered by the Settlement Administrator and funded by Parkside,
2 less required withholdings. Parkside, through the Settlement Administrator, shall mail such
3 checks to each Settlement Class Member at his or her Last Known Address, or Updated Address if
4 obtained, on or before the date which is ten (10) days after the Effective Date. For any checks
5 returned as undeliverable, the Settlement Administrator shall undertake a Secondary Address
6 Verification Measure with information in the possession of and reasonably available to Parkside,
7 including Social Security Numbers, California Driver's License, or other such information, for the
8 Settlement Class Member in question, and such checks shall be re-mailed to the updated address if
9 one is obtained.

10 2.6.3. Checks issued to Settlement Class Members pursuant to this Agreement
11 shall state that they shall remain negotiable for a period of one hundred eighty (180) days from the
12 date of mailing. If a check has not been cashed within ninety (90) days of issuance, the Settlement
13 Administrator shall send the Settlement Class Member a letter or postcard reminder about the
14 deadline for cashing the check and information on how to request a replacement check. The funds
15 associated with any checks that remain uncashed after 180 days shall be sent by the Settlement
16 Administrator, in the name of the Settlement Class Member, to the State of California's
17 Unclaimed Property Division. Settlement Class Members who fail to negotiate their settlement
18 checks in a timely fashion shall remain subject to the terms of the Settlement and associated
19 Judgment.

20 2.6.4. Following the mailing of the payments pursuant to Paragraph 2.6.2, the
21 Settlement Administrator shall provide counsel for the Settling Parties with a written confirmation
22 that such payments have been made. Upon receipt of this confirmation, Class Counsel will file a
23 notice or acknowledgement of satisfaction of judgment with the Court in the Litigation on behalf
24 of the Class Representatives and the Settlement Class.

25 2.7. *Releases and Dismissals.*

26 2.7.1. Upon the occurrence of both the Effective Date and Parkside's full
27 funding and payment of the Maximum Settlement Amount, pursuant to the payment terms set
28 forth in Paragraph 2.6, Class Representatives and each of the Settlement Class Members shall be

1 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
2 relinquished, and discharged all Released Claims.

3 2.7.2. This settlement shall result in the release by the Settlement Class
4 Members of all Released Claims arising under the California Private Attorneys General Act of
5 2004 (“PAGA”), codified at California Labor Code section 2698 *et seq.* The Settling Parties agree
6 that Parkside’s payment of \$20,000 (as part of the Maximum Settlement Amount) to settle these
7 claims is appropriate and proper consideration. It is the intent of the Settling Parties to have the
8 Released Claims include PAGA claims. The Settling Parties agree that Class Counsel shall submit
9 this Agreement to the LWDA before, or at the same time as, seeking preliminary approval, and
10 once the Judgment is entered, Class Counsel will submit it to the LWDA and make any other
11 similar submissions to the LWDA as required by the California Labor Code.

12 2.8. *Payment of Costs, Attorneys’ Fees, and Class Representative*
13 *Enhancements.*

14 2.8.1. Class Counsel shall be entitled, subject to Court approval and the
15 occurrence of the Effective Date, to an award of reasonable attorneys’ fees and litigation costs and
16 associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Class
17 Counsel may seek a gross amount up to, but not to exceed, \$191,666.66 for all attorneys’ fees, and
18 a gross amount not to exceed \$30,000.00 for all taxable litigation costs, as well as their normal and
19 customary expenses. The Class Representatives and Class Counsel agree that they shall be
20 responsible for justifying their requested fee, cost, and expense awards to the Court, and they
21 agree to submit the necessary materials to justify the requested fee, cost and enhancement awards
22 along with an application/motion for approval of fees and costs prior to the Final Fairness
23 Hearing. Parkside agrees not to oppose any submission regarding, or request for approval of, an
24 award of attorneys’ fees, costs, and expenses, provided that it is consistent with this Paragraph
25 2.8.1 of this Stipulation and, in particular, provided that Parkside not be required to pay any more
26 than \$221,666.66 in total to Class Counsel for all attorneys’ fees, costs, and expenses combined.
27 In the event that the Court (or appellate court) awards less than the requested amounts for
28 attorneys’ fees, costs and expenses, only the awarded amounts shall be paid and shall constitute

1 full satisfaction of any claims for attorneys' fees, costs and expenses in the Litigation, and any
2 remaining or unawarded portion of the maximum gross amount for attorneys' fees, costs, or
3 expenses shall be allocated to the Settlement Class Members on a pro rata basis and included in
4 the distributions to Settlement Class Members pursuant to this Stipulation, subject to Class
5 Counsel's right to file and pursue an appeal of any lesser award of fees made by the Court. As
6 provided in Paragraph 1.9 above, any such appeal shall not delay or preclude the Judgment from
7 becoming Final. If the Effective Date occurs, no more than ten (10) days after the Effective Date,
8 Parkside shall make payment of any attorneys' fees, costs, and expenses awarded by the Court
9 pursuant to this Paragraph 2.8.1 to Class Counsel through the Settlement Administrator, and prior
10 to Parkside making this payment, Class Counsel shall provide counsel for Parkside and the
11 Settlement Administrator with the pertinent taxpayer identification numbers for the payees and
12 Form(s) W-9. Other than any reporting of this fee payment as required by this Stipulation or law,
13 which Parkside shall make, Class Counsel and the Class Representatives shall alone be
14 responsible for the reporting and payment of any federal, state and/or local income or other form
15 of tax on any payment made pursuant to this paragraph. Payments awarded and made pursuant to
16 this paragraph shall constitute full satisfaction of any claim for attorneys' fees, costs, or expenses
17 incurred in this Litigation, and the Class Representatives and Class Counsel, on behalf of
18 themselves and all Settlement Class Members, agree that they shall neither seek nor be entitled to
19 any additional attorneys' fees, costs, or expenses under any theory, nor shall they seek amounts in
20 excess of those specified herein. Other than as provided in this Paragraph 2.8.1 for the limited
21 purpose discussed herein, no party shall be deemed the prevailing party in the Litigation for any
22 purpose.

23 2.8.2. Within ten (10) days of the Effective Date, and the execution of the
24 general releases discussed below, whichever is later, Parkside, through the Settlement
25 Administrator, will forward a check payable to each Class Representative, in their personal
26 capacity only and via their counsel of record, in the gross amount of ten thousand dollars
27 (\$10,000) to Desiree Reyes and five thousand dollars (\$5,000) to Lisa Bravatti. 50% of these
28 respective amounts shall be for the Class Representatives' individual general release of all claims,

1 whereas the remaining 50% shall constitute the class representative enhancement awards;
2 provided, however, that if the Court approves a lesser amount for one or both of the individual
3 enhancement awards, payment shall be in such amount as the Court orders, and the unawarded
4 portions shall be redistributed on a pro rata basis to the Settlement Class Members pursuant to this
5 Stipulation. These payments shall be the total compensation and consideration for (i) such
6 individual's efforts as Class Representative in the Litigation; and (ii) their execution of a full,
7 general release to the benefit of Parkside. Such full and general releases shall be executed
8 immediately following the Order granting Preliminary Approval, subject to the eventual
9 occurrence of the Effective Date, and through it, Class Representatives (on their own behalf only,
10 and not on behalf of the Class or any members of the class) shall release, acquit, and discharge
11 Parkside from any and all claims, demands, claims for costs and attorneys' fees, or causes of
12 action of any kind whatsoever (upon any legal or equitable theory whether contractual, common
13 law, statutory, federal, state or otherwise), whether known or unknown, that arose, accrued or took
14 place at any time on or prior to the date on which the full and general release is executed,
15 including without limitation all claims pled in the Litigation, which will also be released per the
16 Judgment. Through the full and general release discussed in this Paragraph 2.8.2, each Class
17 Representative will expressly waive the benefit of Section 1542 of the California Civil Code, and
18 will agree and represent that he or she has not assigned or in any way conveyed, transferred or
19 encumbered all or any portion of the claims or rights otherwise released. The enhancement
20 awards are separate from and in addition to any payments from the Individual Settlement Sums to
21 which Class Representatives are entitled under this Stipulation as a Settlement Class Member.
22 The Class Representatives shall be deemed Settlement Class Members and they will not be sent a
23 Class Notice.

24 2.8.3. Unless otherwise expressly provided, Parkside shall have no
25 responsibility for, and no liability whatsoever with respect to, the allocation among Class
26 Representatives, Class Counsel, and/or any other Person who may assert some claim thereto, of
27 any award or payment issued or made in the Litigation or pursuant to this Stipulation, including,
28 but not limited to, any award or payment made pursuant to Paragraph 2.8.1 or 2.8.2.

1 2.9. *Settlement Administrator.*

2 2.9.1. All fees and expenses reasonably incurred by the Settlement
3 Administrator as a result of procedures and processes expressly required by this Stipulation shall
4 be paid by Parkside and taken from the Maximum Settlement Amount. The Class Representatives
5 and Class Counsel shall have no responsibility for such fees or expenses, whether or not the
6 Effective Date occurs. The Settling Parties estimate that the fees to be charged by the Settlement
7 Administrator will be approximately \$15,000.

8 2.9.2. The actions of the Settlement Administrator shall be governed by the
9 terms of this Stipulation. The Settling Parties shall work cooperatively to ensure that the
10 Settlement Administrator receives information necessary to carrying out its responsibilities. The
11 Settlement Administrator shall provide the Court, at least ten (10) days prior to the Final Fairness
12 Hearing, a declaration of due diligence and proof of mailing with respect to (i) the mailing of the
13 Notice, (ii) attempts to locate Class members, (iii) the number of Class Members for whom the
14 Notice was ultimately undeliverable; and (iv) objection and Opt Out rates.

15 2.9.3. In the event that any of the Settling Parties take the position that the
16 Settlement Administrator is not acting in accordance with the terms of the Stipulation, that party's
17 counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such
18 issue with the Settlement Administrator or the Court.

19 2.10. *Termination or Voidance of Settlement or Stipulation*

20 2.10.1. In the event that the Stipulation is not substantially approved by the Court
21 or the settlement set forth in the Stipulation is terminated, cancelled, or declared void, or fails to
22 become effective in accordance with its terms, or if the Judgment does not become Final, the
23 Settling Parties shall resume the Litigation at that time as if no Stipulation had been entered, with
24 each of the Settling Parties bearing their own costs and fees with regard to the efforts to implement
25 this Stipulation and obtain Court approval, and no payments whatsoever being made by Parkside
26 to anyone in accordance with the terms of this Stipulation, except that Parkside will be responsible
27 for any reasonable costs incurred by the Settlement Administrator up to the point in time that the
28 Stipulation is terminated, cancelled, or declared void. In such event, any judgment or order

1 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated
2 *nunc pro tunc*, and the Stipulation shall have no further force and effect with respect to the Settling
3 Parties, and shall not be used in this Litigation or in any other proceeding for any purpose,
4 including in relation to issues of class or collective action certification. Specifically, the Class
5 Representatives and Class Counsel agree not to argue or present any argument, and hereby waive
6 any argument, that this Stipulation precludes Parkside from contesting class or collective action
7 certification or representative status on any grounds if this Litigation were to proceed. This
8 Stipulation shall not be deemed an admission by, or ground for estoppel against, Parkside that
9 class and/or collective action certification in the Litigation is proper or cannot be contested on any
10 grounds. The terms, negotiation, and entry of this Stipulation and the settlement shall remain
11 subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152,
12 regardless of whether this Stipulation or the settlement are terminated, cancelled, or declared void,
13 although any documents filed in support of the motion for preliminary approval and/or final
14 approval shall remain part of the public record.

15 2.10.2. If the Court changes the dates of hearings provided for in this Stipulation,
16 this shall not be deemed a substantial change necessitating termination of the settlement, providing
17 that the Settling Parties agree to adjust other dates and deadlines in the Stipulation accordingly.

18 2.10.3. Notwithstanding any other provision of this Stipulation, no order of the
19 Court or modification or reversal on appeal of any order of the Court concerning the amount or
20 allocation of any attorneys' fee or litigation cost or expense awards or class representative
21 enhancement award to be paid by Parkside shall constitute grounds for cancellation or termination
22 of the Stipulation or grounds for limiting any other provision of the Judgment, provided that
23 Parkside shall never be required to pay in excess of the total gross amounts for attorneys' fees and
24 litigation costs and expenses and enhancement awards specified in Paragraphs 2.8.1 and 2.8.2. It
25 is further agreed that no order of the Court, including any order concerning attorneys' fees, may
26 alter the Maximum Settlement Amount.

1 2.10.4. Any finding that California Code of Civil Procedure section 384 applies
2 to this Stipulation to require payment by Parkside other than as set forth in this Stipulation shall be
3 handled in good faith by the Parties to the extent modification of this settlement is required.

4 2.10.5. Unless otherwise ordered by the Court, in the event the Stipulation shall
5 be terminated, cancelled, or declared void, or fails to become effective in accordance with its
6 terms, or if the Judgment is reversed on appeal, within thirty (30) days after written notification of
7 such event, Parkside and Class Counsel shall notify each other of this event in writing.

8 2.11. Miscellaneous Provisions.

9 2.11.1. No Person shall have any claim against Class Counsel, the Settlement
10 Administrator, or counsel for Parkside based on the payments made or other actions taken
11 substantially in accordance with the Stipulation and the settlement contained therein or further
12 orders of the Court.

13 2.11.2. The Settling Parties (a) acknowledge that it is their intent to consummate
14 this agreement; and (b) agree to exercise their best efforts to obtain Court approval, secure the
15 effectiveness of the Judgment, and implement all terms and conditions of the Stipulation.

16 2.11.3. The Stipulation compromises claims which are contested in good faith,
17 and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim
18 or defense. The Settling Parties agree that the amounts paid in settlement and the other terms of
19 the settlement were negotiated at arms-length and in good faith by the Settling Parties, and reflect
20 a settlement that was reached voluntarily after consultation with competent legal counsel.

21 2.11.4. Neither the Stipulation nor the settlement, nor any act performed or
22 document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or may
23 be deemed to be or may be used as an admission of, or evidence of, the validity of any Released
24 Claim, or of any wrongdoing or liability of any of the Parkside Releasees; or (b) is or may be
25 deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of
26 the Parkside Releasees, in any civil, criminal or administrative proceeding in any court,
27 administrative agency, or other tribunal.

1 2.11.5. All of the exhibits to the Stipulation are material and integral parts hereof
2 and are fully incorporated herein by this reference.

3 2.11.6. The Stipulation may be amended or modified only by a written
4 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
5 Such amendments or modifications may be made by counsel of record for the Settling Parties in a
6 separate, signed written instrument.

7 2.11.7. The Stipulation constitutes the entire agreement among the Settling
8 Parties hereto and no representations, warranties, or inducements have been made to any party
9 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
10 contained and memorialized in such documents. Except as otherwise provided herein, each party
11 shall bear its own costs.

12 2.11.8. Class Counsel are expressly authorized by the Class Representatives to
13 take all appropriate action required or permitted to be taken by the Class pursuant to the
14 Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or
15 amendments to, or documents or pleadings filed in support of, the Stipulation on behalf of the
16 Class which they deem appropriate.

17 2.11.9. Each counsel or other Person executing the Stipulation or any of its exhibits
18 on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

19 2.11.10. The Stipulation may be executed in one or more counterparts by email,
20 facsimile, or DocuSign (or similar such online signature methods). All executed counterparts and
21 each of them shall be deemed to be one and the same instrument. A complete set of original
22 executed counterparts shall be filed with the Court.

23 2.11.11. The Stipulation shall be binding upon, and inure to the benefit of, the
24 successors and assigns of the parties hereto; but this Stipulation is not designed to and does not
25 create any third-party beneficiaries.

26 2.11.12. The Court shall retain jurisdiction with respect to implementation and
27 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
28 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

1 2.11.13. The Stipulation and the exhibits hereto shall be considered to have been
2 negotiated, executed, and delivered, and to have been wholly performed, in the State of California,
3 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
4 accordance with, and governed by, the internal, substantive laws of the State of California without
5 giving effect to that State's choice of law principles.

6 2.11.14. The language of all parts of this Stipulation shall in all cases be construed
7 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
8 be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
9 Stipulation are contractual and are the product of negotiations between the parties and their
10 counsel. Each party and their counsel cooperated in the drafting and preparation of the
11 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
12 construed against any party and the canon of contract interpretation set forth in California Civil
13 Code § 1654 and other similar statutory provisions shall not be applied.

14 2.11.15. Parkside will not retaliate against Class Members for any actions taken or
15 not taken with respect to this settlement.

16 2.11.16. Parkside will not assert any claims against Class Counsel for their
17 conduct in connection with the Litigation. Parkside acknowledges that Class Counsel, and Class
18 Counsel acknowledge that Parkside's counsel, have complied with the requirements of California
19 Code of Civil Procedure, section 128.7 to this point in the Litigation.

20 2.11.17. Except as expressly provided herein, at no time shall the Settlement
21 Administrator or Parkside be requested or required to provide Class Counsel or the Class
22 Representatives with the Social Security Number, Last Known Address, or other contact
23 information of Class Members.

24 2.11.18. The parties to this agreement recognize and acknowledge that at the time
25 of the execution of this Stipulation, there are issues of law that may be unresolved which could
26 impact the claims at issue in the Litigation absent this Stipulation. The parties further recognize
27 that they are reaching this settlement in light of the risks created by these and all other issues of
28 unsettled law, and that all parties will take all efforts to enforce this Stipulation and obtain Court

1 approval for this settlement regardless of any subsequent legal developments. The Settling Parties
2 and Class Counsel agree that the proposed class is receiving benefit from this settlement by
3 obtaining a settlement (and associated consideration) prior to such possible developments, and the
4 Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or
5 prevent court approval on the basis of any subsequent precedent.

6 2.11.19. Prior to the submission of this Stipulation and settlement agreement for
7 preliminary approval by the Court, neither the Class Representatives nor Class Counsel shall
8 communicate any terms of this settlement to any third parties. Following the submission for
9 preliminary approval and thereafter, the Class Representatives and Class Counsel shall not
10 publicize the settlement in this action or the terms thereof via (a) press releases; (b) Internet
11 postings except for simply posting publicly filed court documents; or (c) any form of
12 communications with the media. This shall not prohibit Class Counsel from (1) discussing this
13 case or any aspect of this settlement with the Class Representatives, any Class Member (absent or
14 otherwise) in this case, or any court or opposing counsel; (2) disclosing their mere status as
15 counsel in the case; or (3) posting on Class Counsel's websites the mere fact of a pending
16 settlement and the relevant court documents prior to Final Approval, or following Final Approval
17 posting the settlement amount and a brief and neutral description of the case.

18 2.11.20. Approved as to Form. This Agreement has been approved as to form by
19 counsel for the Parties.

20 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

21
22 Dated: Jan 14, 2023 _____

Desiree Reyes

DESIREE REYES, Plaintiff

23
24 Dated: Jan 16, 2023 _____

Lisa Bravatti

Lisa Bravatti (Jan 16, 2023 16:10 PST)

LISA BRAVATTI, Plaintiff

25
26 Dated: _____

PARKSIDE LENDING

By _____ (print name)

Its _____ (title)

1 approval for this settlement regardless of any subsequent legal developments. The Settling Parties
2 and Class Counsel agree that the proposed class is receiving benefit from this settlement by
3 obtaining a settlement (and associated consideration) prior to such possible developments, and the
4 Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or
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17 posting the settlement amount and a brief and neutral description of the case.

18 2.11.20. Approved as to Form. This Agreement has been approved as to form by
19 counsel for the Parties.

20 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.
21

22 Dated: _____

23 DESIRÉE REYES, Plaintiff

24 Dated: _____

25 LISA BRAVATTI, Plaintiff

26 Dated: 1-16-23

Paul Brininger

27 PARKSIDE LENDING

By Paul Brininger (print name)

Its CFO (title)