

Todd B. Scherwin (SBN 239848)
E-Mail: tscherwin@fisherphillips.com
Shaun J. Voigt (SBN 265721)
E-Mail: svoigt@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant
LADERA LENDING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

DAVID HOWES, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

LADERA LENDING, INC., and DOES 1
through 10, inclusive,

Defendant.

CASE NO.: 30-2022-01259890-CU-OE-CXC
[Unlimited Jurisdiction]

CLASS ACTION

**JOINT STIPULATION OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LAB.
CODE § 2698, *ET SEQ.*) SETTLEMENT AND
RELEASE AGREEMENT**

*Assigned for all purposes to the
Honorable Lon F. Hurwitz, Dept. CX-103*

Complaint Filed: May 16, 2022
Trial Date: Not Set

1 IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject
2 to the approval of the Court, pursuant to Labor Code section 2699(1)(2), that the settlement of
3 this action shall be effectuated upon and subject to the following terms and conditions.
4 Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this
5 Joint Stipulation of Private Attorneys General Act (“PAGA”) Settlement and Release
6 (“Agreement” or “Settlement Agreement”).

7 This Agreement is made by and between Plaintiff DAVID HOWES (“Plaintiff”) for
8 himself and on behalf of other Covered Employees (defined below) and the State of California,
9 and Defendant LADERA LENDING, INC. (“Defendant”). (Plaintiff and Defendant, as defined
10 herein, are collectively referred to as the “Parties”).

11 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by
12 agreement of Defendant to pay the maximum sum of Ninety-Eight Thousand Dollars and Zero
13 Cents (\$98,000) (hereinafter referred to as the “Gross Settlement Fund”), which shall include a
14 LWDA Penalty Payment to the State of California (defined below), an Employees Penalty
15 Payment to the Covered Employees (defined below), Plaintiff’s Attorneys’ Fees and Litigation
16 Costs as approved by the Court, Plaintiff’s Enhancement Payment (defined below), and the
17 Settlement Administration Fee as approved by the Court. Defendant’s monetary obligations
18 under this Agreement are limited to the amount defined as the Gross Settlement Fund, and
19 Defendant may not be required to contribute additional monies above the Gross Settlement Fund
20 under any circumstances whatsoever.

21 **Section 1. Definitions.**

22 Unless otherwise defined herein, the following terms used in this Agreement shall have
23 the meanings ascribed to them as set forth below:

- 24 (a) “Complaint” or “Litigation” means the operative Complaint filed in the matter
25 entitled *David Howes v. Ladera Lending, Inc.*, now pending before the Superior
26 Court of the State of California for the County of Orange, Case No. 30-2022-
27 01259890-CU-OE-CXC.
28

- (b) “Court” means the Superior Court of the State of California for the County of Orange.
- (c) “Covered Employees” means all current and former hourly or non-exempt employees of Defendant that worked for Defendant in California at any time during the Covered Period as mortgage bankers, mortgage loan officers, loan officers, and/or similarly-titled commissioned employees.
- (d) “Covered Period” means May 16, 2021 to February 1, 2023.
- (e) “Defendant’s Counsel” or “Counsel for Defendant” means:
Todd B. Scherwin
Shaun J. Voigt
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500 / Facsimile: (213) 330-4501
- (f) “Effective Date” means the date this Agreement shall be effective upon the later of the following dates: (i) if an appeal is filed, the date the Court of Appeal or the California Supreme Court has rendered a final ruling affirming the trial court’s approval of the Agreement without material modification; or (ii) the date that the deadline for seeking appellate review of the trial court’s approval of the Agreement has passed without the filing of a timely appeal or timely request for review. The Effective Date shall only apply if the Court has approved the Agreement.
- (g) “LWDA” means the California Labor and Workforce Development Agency.
- (h) “Net Settlement Fund” means the amount to be distributed as the LWDA Penalty Payment and the Employees Penalty Payment after deducting from the Gross Settlement Fund the amounts approved by the Court for the Plaintiff’s Attorneys’ Fees and Litigation Costs, Plaintiff’s Enhancement Payment, and the Settlement Administration Fee.
- (i) “Plaintiff’s Counsel” means:
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.

BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

- (j) "Plaintiff's Enhancement Payment" means the amount to be distributed to Plaintiff for serving as the representative plaintiff in this Litigation, which will be reported on an IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Defendant will not oppose Plaintiff's request for an enhancement payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Fund.
- (k) "Released Claims" any and all claims for civil penalties under PAGA", of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in his operative complaint and Plaintiff's notice letter to the LWDA including, but not limited to, PAGA claims based upon Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 224, 226, 226.3, 226.7, 510, 512, 516, 558, 1182.11, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800, 2802, and the applicable IWC Wage Order(s), and any resulting claim for attorneys' fees and costs under PAGA.
- (l) "Released Claims by Plaintiff" means, in addition to the Released Claims, Plaintiff individually releases Defendant and all Released Parties (as defined below), from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant. Upon the Effective Date of this Agreement and once funded by Defendant, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides: "A

GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(m) "Released Parties" means Defendant, their respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliated and related entities, and their respective current and former partners, officers, directors, employees, attorneys, agents and other related parties.

(n) "Settlement Administrator" means ILYM Group, Inc., a third-party administrator who shall administer the settlement in accordance with this Agreement. The costs of the Settlement Administrator to perform its duties under this Agreement are currently estimated to be an amount of up to Five Thousand Dollars and Zero Cents (\$5,000) ("Settlement Administration Fee").

(o) "Settlement Pay Periods" means the number of pay periods during which each Covered Employee was paid wages as an hourly or non-exempt employee by Defendant for employment in California during the Covered Period. Defendant represents that between May 16, 2021 through February 1, 2023, there were approximately 2,800 pay periods worked by Covered Employees.

Section 2. **Background.**

(a) On May 16, 2022, Plaintiff commenced the Litigation on behalf of himself, other allegedly aggrieved employees, and the State of California by submitting a letter to the LWDA in which he alleged that Defendant failed to provide meal periods and rest breaks, failed to pay for all hours worked including minimum wage and overtime, failed to provide accurate itemized wage statements and maintain accurate employment records, and failed to timely pay wages, including wages paid during employment and final pay, and failed to indemnify for all reasonable

1 and necessary business expenditures. Plaintiff filed a putative class action lawsuit
2 alleging these wage-and-hour claims against Defendant in the Orange County
3 Superior Court. On March 8, 2023, Plaintiff filed a first amended complaint in
4 which he added an additional cause of action for civil penalties under PAGA
5 predicated on the foregoing allegations.

6 (b) Throughout the Litigation, Defendant has denied, and continues to deny, any
7 wrongdoing in regard to the alleged violations. Additionally, Defendant contends
8 that Plaintiff is subject to binding arbitration which impacts both his class claims
9 and PAGA claim. Similarly, Defendant contends that nearly all putative class
10 members and putative aggrieved employees have signed arbitration agreements.

11 (c) During the Litigation, and before reaching this Settlement, the Parties engaged in
12 investigation, informal discovery, and settlement discussions.

13 (d) On January 25, 2023, the Parties participated in a mediation with experienced
14 wage and hour mediator Steve Pearl, Esq. The Litigation was not resolved at
15 mediation, but thereafter the parties accepted a mediator's proposal that, subject
16 to court approval, will resolve this action on an individual and representative
17 PAGA basis with a dismissal of Plaintiff's individual and putative class claims.

18 (e) The Settlement contemplates all of the following:

- 19 1. Entry of an order dismissing Plaintiff's individual claims with prejudice
20 and putative class claims without prejudice.
 - 21 2. Entry of an order by the Court granting approval of the payment for
22 settlement of the PAGA penalties, pursuant to California Labor Code
23 section 2699(1)(2); and
 - 24 3. Plaintiff's general release of all claims (including a waiver of California
25 Civil Code section 1542) in exchange for Plaintiff's Enhancement
26 Payment.
- 27
28

1 **Section 3. Attorneys' Fees and Litigation Costs Payment**

2 Subject to Court approval, Plaintiff's Counsel will request and be paid from the Gross
3 Settlement Fund (i) an amount up to thirty-three and one-third percent (33 1/3%) of the
4 Settlement Fund, totaling Thirty-Two Thousand Six Hundred Sixty-Six Dollars and Sixty Six
5 Cents (\$32,666.66) for attorneys' fees ("Attorneys' Fees Payment"), and (ii) in the amount of no
6 more than Eight Thousand Dollars and Zero Cents (\$8,000) for reimbursement of actual litigation
7 costs ("Litigation Costs Payment"), which Defendant will not oppose.

8 Except as expressly provided herein, Defendant and Plaintiff shall each bear their own
9 attorneys' fees and costs.

10 **Section 4. Cooperation.**

11 The Parties will cooperate in obtaining through a stipulation, or in the alternative, a
12 motion or other application, an order from the Court approving this Settlement Agreement,
13 dismissing the Litigation with prejudice (subject to the Court's retention of jurisdiction to enforce
14 the terms of the Settlement under Code of Civil Procedure section 664.6), and payment of PAGA
15 penalties as described herein, pursuant to California Labor Code section 2699(1)(2), at the earliest
16 possible date. The Parties agree to use their best efforts to expedite the preparation and
17 submission of the settlement documents. The Parties further agree to fully cooperate in the
18 drafting and/or filing of any further documents or filings reasonably necessary to be prepared or
19 filed, and shall take all steps that may be requested by the Court relating to, or that are otherwise
20 necessary to the approval and implementation of, the payment of PAGA penalties as described
21 in this Agreement.

22 **Section 5. Submission to LWDA and Court Approval.**

23 In connection with the motion and/or stipulation to obtain the Court's approval of this
24 Agreement, Plaintiff's Counsel shall submit this Agreement to the Court for its approval and, at
25 the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section
26 2699(1)(2). Plaintiff's Counsel shall also submit to the Court a proposed order approving this
27 Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce
28 its terms, and dismissing the Litigation with prejudice as to all Parties. Should either Defendant

1 or Plaintiff fail to act and/or facilitate submission of this Agreement for approval by the Court,
2 either Defendant or Plaintiff may seek to obtain the Court's approval of the Agreement. The
3 Court's approval of this Agreement shall be embodied in a written order. Should the Court not
4 grant approval of this Agreement including the payment of the aggregate amount of the Gross
5 Settlement Fund as described in this Agreement, then the entirety of this Agreement shall be null
6 and void, but the Parties will use best efforts to obtain approval, including negotiating in good
7 faith with respect to any alteration of the Settlement terms suggested by the Court.

8 **Section 6. Settlement Payment Procedures.**

9 (a) Covered Employees Data

- 10 1. No later than twenty (20) calendar days after the Effective Date,
11 Defendant shall provide the Settlement Administrator with a list of the
12 Covered Employees (the "Covered Employees List"). The Covered
13 Employees List shall state each Covered Employee's (1) first and last
14 name, (2) last known address, (3) last known phone number, (4) Social
15 Security number, and (5) the Settlement Pay Periods for each Covered
16 Employee. This information shall be treated as and remain completely
17 confidential and shall be used solely to manage the settlement
18 administration process described herein. The Settlement Administrator
19 shall not share or disclose the Covered Employees List to Plaintiff's
20 Counsel, Plaintiff or any other person or entity.

21 (b) Deposit and Distribution of Settlement Fund

- 22 1. No more than five (5) calendar days after the date the Court approves the
23 Settlement, the Settlement Administrator will provide Defendant with
24 wire transfer information and a completed IRS Form W-9.
25 2. No later than thirty (30) calendar days after the Effective Date, Defendant
26 will transfer the Gross Settlement Fund to the Settlement Administrator
27 via wire transfer(s).
28

1 3. No later than twenty (20) calendar days after Defendant transfers the Gross
2 Settlement Fund to the Settlement Administrator, the Settlement
3 Administrator shall distribute the Attorneys' Fees Payment, the Litigation
4 Costs Payment, the Settlement Administration Fee, Plaintiff's
5 Enhancement Payment, and the LWDA Penalties Payment.

6 4. No later than twenty (20) calendar days after Defendant transfer the Gross
7 Settlement Fund to the Settlement Administrator, the Settlement
8 Administrator shall mail the Employee Payments to the Covered
9 Employees along with the Covered Employee Payment Cover Letter (the
10 "Cover Letter," attached hereto as "**EXHIBIT A**"). Prior to the mailing,
11 the Settlement Administrator shall update the addresses contained in the
12 Covered Employees List using the National Change of Address database.
13 If an Employee Payment and Cover Letter is returned as undeliverable,
14 the Settlement Administrator shall perform a skip-trace search for a more
15 current address of the Covered Employee and re-mail the Employee
16 Payment and Cover Letter to any alternative or updated address that is
17 located, within five (5) calendar days.

18 5. All payments provided for by this Agreement shall be made by the
19 Settlement Administrator in accordance with this Agreement and the
20 Court's order approving this Agreement.

21 (c) Distribution of Net Settlement Fund.

22 1. The Net Settlement Fund is considered to be non-wage penalties and will
23 be paid without reduction for any taxes or other withholdings and will be
24 reported on an IRS Form 1099 (if required).

25 i. Seventy Five Percent (75%) of the Net Settlement Fund
26 shall be paid to the LWDA ("LWDA Penalty Payment").
27
28

- 1 ii. Twenty Five Percent (25%) of the Net Settlement Fund
2 shall be distributed to the Covered Employees
3 ("Employees Penalty Payment").

4 2. The Employees Penalty Payment shall be distributed to the Covered
5 Employees *pro rata*, based on their respective Settlement Pay Periods.
6 Calculations of Employees Payments will be made as such:

7 a. The Settlement Administrator will first calculate the total number
8 of Settlement Pay Periods worked by each Covered Employee
9 during the Covered Period and the aggregate total number of
10 Settlement Pay Periods worked by all Covered Employees during
11 the Covered Period.

12 b. To determine each Covered Employee's estimated Employee
13 Payment, the Settlement Administrator will use the following
14 formula: the Employees Penalty Payment will be divided by the
15 aggregate total number of Settlement Pay Periods worked by all
16 Covered Employees during the Covered Period, resulting in the
17 Settlement Pay Period Value for Covered Employees. Each
18 Covered Employee's Employee Payment will then be calculated
19 by multiplying each individual Covered Employee's total number
20 of Settlement Pay Periods by the Settlement Pay Period Value for
21 Covered Employees.

22 3. The Settlement Administrator shall issue to all Covered Employees (i) a
23 check for their respective portion of the Employees Penalty Payment; (ii)
24 an IRS Form 1099 for their respective portion of the Employees Penalty
25 Payment (if required); and (ii) the Cover Letter.

26 4. Checks issued to Covered Employees shall remain valid for one hundred
27 eighty (180) days. All checks issued to Covered Employees that have not
28 been cashed or deposited within the 180-day period will be cancelled, and

1 the funds associated with such cancelled checks will be transmitted by the
2 Settlement Administrator to the Controller of the State of California to be
3 held pursuant to the Unclaimed Property Law, California Civil Code §
4 1500 *et seq.*, in the names and corresponding amounts associated with
5 each Covered Employee whose check(s) are cancelled.

6 5. The Settlement Administrator shall transmit the LWDA Penalty Payment
7 to the LWDA as one lump sum payment, will confirm the LWDA's receipt
8 of the payment, and will provide confirmation to counsel for the parties.

9 (d) Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel make no
10 representations or warranties with respect to tax consequences of any payment
11 under this Agreement, do not intend anything contained in this Agreement to
12 constitute advice regarding taxes or taxability, and nothing in this Agreement may
13 be relied upon as such. Plaintiff, Plaintiff's Counsel and Covered Employees will
14 be solely responsible for correctly characterizing any compensation received
15 under the settlement on their respective personal income tax returns for tax
16 purposes and paying all appropriate taxes due on any and all amounts paid to them
17 under this settlement.

18 **Section 7. No Admission.**

19 This Agreement and compliance with this Agreement shall not be construed as an
20 admission by Defendant of any liability whatsoever, or as an admission by Defendant of any
21 violations of Plaintiff's or the Covered Employees' rights, or any violations of any order, law,
22 statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or
23 any of the allegedly Covered Employees or the LWDA for any alleged violation of rights, or for
24 any alleged violation of any order, law, statute, duty or contract.

25 **Section 8. Non-Evidentiary Use.**

26 Neither this Agreement nor any of its terms shall be offered or used as evidence by any
27 of the Parties, or their respective counsel in the Litigation or in any other action or proceeding;
28 provided, however, this shall not prevent this Agreement from being used, offered, or received

1 in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any
2 person or entity covered by this Agreement.

3 **Section 9. Nullification.**

4 (a) If the Court should for any reason fail to approve this Agreement, then: (1) this
5 Agreement shall be considered null and void, (2) neither this Agreement nor any
6 of the related negotiations or proceedings shall be of any force or effect, and (3)
7 all Parties to this Agreement shall stand in the same position, without prejudice,
8 as if the Agreement had been neither entered into, nor filed with the Court.
9 However, the Parties will make best efforts to satisfy any concerns expressed by
10 the Court, including negotiating in good faith with respect to any suggested
11 modification of the Agreement, so as to obtain approval for the Settlement.

12 (b) Invalidity of any material portion of this Agreement shall invalidate this
13 Agreement in its entirety unless the Parties subsequently agree in writing that the
14 remaining provisions shall remain in full force and effect.

15 **Section 10. Release by Plaintiff, Covered Employees, and State of California.**

16 Upon the Effective Date, Plaintiff, all Covered Employees, and the State of California
17 shall be deemed to have fully, finally, and forever released, relinquished, and discharged each
18 and all of the Released Parties from the Released Claims. In the event Defendant fails to deposit
19 the Gross Settlement Amount with the Settlement Administrator, this release and waiver of
20 claims shall not become effective.

21 **Section 11. General Release by Plaintiff.**

22 Additionally, in exchange for Plaintiff's Enhancement Payment, Plaintiff shall fully
23 release and forever discharge Defendant and all Released Parties from the Released Claims by
24 Plaintiff, which includes a general release of all claims and waiver of Section 1542 of the
25 California Civil Code. In the event Defendant fails to deposit the Gross Settlement Amount with
26 the Settlement Administrator, this release and waiver of claims shall not become effective.

27 ///

28 ///

1 **Section 12. No Publicity.**

2 Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the
3 Settlement in any form of media. In response to any inquiries from anyone other than a Covered
4 Employee, Plaintiff and or Plaintiff's Counsel may disclose any inquiries of the settlement to
5 Aggrieved / Covered Employees and may direct Aggrieved / Covered Employees to the Court
6 or LWDA website. Plaintiff's Counsel shall not report the settlement to any publication, shall
7 not post or report anything regarding the claims of Plaintiff or the Settlement on their website,
8 and shall not contact any reporters or media regarding the Settlement. However, Plaintiff's
9 Counsel is authorized to make disclosures to the Court, , the LWDA, and Covered Employees
10 for the purposes of obtaining the approval of the settlement. This disclosure is limited to court
11 filings and inquiries by any Aggrieved/ Covered Employee. Neither Plaintiff nor Plaintiff's
12 Counsel or representatives are permitted to disseminate or publish, distribute or discuss the
13 information provided to the Court in those filings outside the filings themselves and any hearing
14 held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing,
15 Plaintiff's Counsel may include the settlement (and/or a summary of the settlement) in future
16 declarations filed in support of Plaintiff's Counsel's experience and/or adequacy in PAGA
17 representative actions and/or class actions. Nothing in the provision is intended to violate
18 California Rules of Professional Conduct Rule 5.6.

19 **Section 13. Voluntariness.**

20 This Agreement is executed voluntarily and without duress or undue influence on the part
21 of or on behalf of any of the Parties, or any other person, firm or other entity.

22 **Section 14. Amendments.**

23 The terms and provisions of this Agreement may be amended only by a written agreement
24 that is both: (a) signed by Plaintiff, Defendant, Plaintiff's Counsel and Defendant's Counsel, and
25 (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a
26 waiver of any other provision of this Agreement unless expressly so indicated otherwise.

27 **Section 15. Assignment.**

28 None of the rights, commitments, or obligations recognized under this Agreement may

1 be assigned by any Party, Covered Employee, Plaintiff's Counsel, or Defendant's Counsel
2 without the express written consent of each other Party and their respective counsel hereto. The
3 representations, warranties, covenants, and agreements contained in this Agreement are for the
4 sole benefit of the Parties under this Agreement and shall not be construed to confer any right or
5 to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred
6 to any person or entity any right or cause of action, or claim released by this Agreement.

7 **Section 16. Governing Law.**

8 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
9 shall be determined, in accordance with the laws of the State of California.

10 **Section 17. Entire Agreement.**

11 This Agreement contains the entire understanding of the Parties hereto in respect of the
12 subject matter contained herein. This Agreement supersedes all prior agreements and
13 understandings among the Parties hereto with respect to the settlement of the Litigation.

14 **Section 18. Counterparts.**

15 This Agreement, and any amendments hereto, may be executed in any number of
16 counterparts and any Party and/or their respective counsel hereto may execute any such
17 counterpart, each of which when executed and delivered shall be deemed to be an original and
18 all of which counterparts taken together shall constitute but one and the same instrument. It shall
19 not be necessary in making proof of this Agreement or any counterpart hereof to produce or
20 account for any of the other counterparts. A facsimile, scanned or digital signature, including but
21 not limited to DocuSign shall be treated as an original signature for all purposes.

22 **Section 19. Dispute(s).**

23 Should any dispute(s) arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, the Parties agree to submit any such
25 dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this
26 Agreement in Court or before the Court, the prevailing party shall be entitled to recover
27 reasonable attorneys' fees and costs.
28

1 **Section 20. Binding.**

2 This Agreement shall bind and inure to the benefit of the Parties hereto and to their
3 respective successors, assigns, legatees, heirs, and personal representatives.

4 **Section 21. Dismissal & Continuing Jurisdiction.**

5 The Parties agree that upon the occurrence of the dismissal with prejudice of the
6 Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the
7 Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and
8 continuing equity jurisdiction over this Litigation and over all Parties and Covered Employees to
9 interpret and enforce the terms, conditions and obligations of the Agreement. Plaintiff's Counsel
10 shall submit the order approving this Agreement and dismissing the Litigation with prejudice to
11 the LWDA, in compliance with California Labor Code section 2699(l)(3).

12 **IN WITNESS WHEREOF**, the Parties, Plaintiff's Counsel and Defendant's Counsel
13 have executed this Agreement on the last date set forth below.

14 *[Signature Page to Follow]*
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **APPROVED AND ACCEPTED.**

2 DATE: 2/9/2024

PLAINTIFF

DocuSigned by:

David Howes

DAVID HOWES

5 **APPROVED AND ACCEPTED.**

6 DATE: _____

DEFENDANT

LADERA LENDING, INC.

9 **APPROVED AS TO FORM.**

10 DATE: 2/9/24

BRADLEY/GROMBACHER, LLP

By:

[Signature]
MARCUS J. BRADLEY
Attorneys for Plaintiff,
DAVID HOWES

15 **APPROVED AS TO FORM.**

16 DATE: _____

FISHER & PHILLIPS LLP

By:

SHAUN J. VOIGT
Attorneys for Defendant,
LADERA LENDING, INC.

1 **APPROVED AND ACCEPTED.**

2 DATE: _____

PLAINTIFF

3
4 _____
5 DAVID HOWES

6 **APPROVED AND ACCEPTED.**

7 DATE: 02/08/2024

DEFENDANT

8 
9 Robert Brown (Feb 9, 2024 10:58 PST)
10 LADERA LENDING, INC.

11 **APPROVED AS TO FORM.**

12 DATE: _____

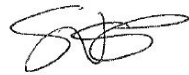
BRADLEY/GROMBACHER, LLP

13 By: _____
14 MARCUS J. BRADLEY
Attorneys for Plaintiff,
DAVID HOWES

15 **APPROVED AS TO FORM.**

16 DATE: February 9, 2024

FISHER & PHILLIPS LLP

17 
18 By: _____
19 SHAUN J. VOIGT
Attorneys for Defendant,
20 LADERA LENDING, INC.

PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of Los Angeles with the law offices of Fisher & Phillips LLP and its business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

On April 7, 2023, I served the following document(s) **JOINT STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LAB. CODE § 2698, ET SEQ.) SETTLEMENT AND RELEASE AGREEMENT**; on the person(s) listed below as follows:

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Lirit A. King, Esq.
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

Attorneys for Plaintiff, DAVID HOWES,
individually, and on behalf of other members of
the general public similarly situated.

Tel: (805) 270-7100
Fax: (805) 270-7589
Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com
Email: king@bradleygrombacher.com

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Los Angeles California, in a sealed envelope with postage fully prepaid.
- ☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed April 7, 2023, at Los Angeles, California.

Karla Gonzalez

Print Name

By: _____



Signature

Joint Settlement Stipulation (Howes v Ladera)

Final Audit Report

2024-02-09

Created:	2024-02-08
By:	Karla Gonzalez (kpgonzalez@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkmpNrO5NOBa--JeAa_zk-CDjaE7j2y0a

"Joint Settlement Stipulation (Howes v Ladera)" History

-  Document created by Karla Gonzalez (kpgonzalez@fisherphillips.com)
2024-02-08 - 11:08:06 PM GMT
-  Document emailed to Robert Brown (rbrown@laderalending.com) for signature
2024-02-08 - 11:08:10 PM GMT
-  Email viewed by Robert Brown (rbrown@laderalending.com)
2024-02-09 - 6:57:53 PM GMT
-  Document e-signed by Robert Brown (rbrown@laderalending.com)
Signature Date: 2024-02-09 - 6:58:41 PM GMT - Time Source: server
-  Agreement completed.
2024-02-09 - 6:58:41 PM GMT