

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM ("Agreement") is entered into by and between Plaintiff Bobby Khalessi ("Plaintiff") on the one hand, and Defendant loanDepot.com, LLC ("loanDepot"), on the other hand. Plaintiff and loanDepot are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, on or about June 24, 2022, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA") and loanDepot of the facts and theories of the violations alleged against loanDepot, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of June 24, 2022;

WHEREAS, on or about September 2, 2022, Plaintiff filed a Complaint in the matter titled *Bobak "Bobby" Khalessi v. loanDepot.com, LLC*, Case No. 22STCV28809, in the Superior Court of California, County of Los Angeles (the "Lawsuit"), asserting claims against loanDepot for: (1) Civil Penalties under the Private Attorneys General Act; (2) Failure to Pay All Wages Owed for Rest Periods; (3) Failure to Pay All Premium Wages Owed for Noncompliant Meal Periods; (4) Failure to Pay Vacation Wages and Other Paid Time Off; (5) Failure to Provide Accurate Wage Statements; (6) Waiting Time Penalties; (7) Failure to Reimburse Expenses; and (8) Breach of Contract;

WHEREAS, on or about February 23, 2023, in response to loanDepot's Motion to Compel Arbitration, the Court ordered Plaintiff's causes of action # 2-8 in the Lawsuit to individual arbitration where they were already proceeding, and stayed Plaintiff's first cause of action under PAGA (the "PAGA Claim." The Parties are separately pursuing and resolving Plaintiff's cause of action #2-8 in the arbitration. Plaintiff's stayed PAGA Claim is therefore only claim remaining in the Lawsuit, although causes of action #2-8 need to be formally dismissed from the Lawsuit; and

WHEREAS, without admitting any liability, the Parties desire in good faith to forever settle disputes and compromise and release the PAGA claims made by Plaintiff in cause of action #1 of the Lawsuit against loanDepot (the "PAGA Claim") as set forth herein including a General Release of all potential PAGA claims by Plaintiff, and to document herein the settlement between the Parties. The Parties acknowledge that they have been given time to consider this Agreement and are entering into it voluntarily and for the purpose of resolving any and all claims remaining in the Lawsuit;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties mutually represent and agree as follows:

1. Settlement of PAGA Claims.

1.1 The Parties have agreed to settle Plaintiff's PAGA claim in the total sum of \$500.00 (the "Settlement Sum"), which will be paid as described further below. The Settlement Sum shall represent compensation for Plaintiff's dismissal of the Lawsuit in its entirety, settlement of Plaintiff's PAGA cause of action in the Lawsuit as described herein, and General Release of PAGA claims, including attorneys' fees paid on Plaintiff's behalf. The Parties have reached this settlement

regarding the PAGA claim given the Parties' disputes regarding: the existence of any PAGA penalties, Plaintiff's failure to assert individual claims on behalf of himself under Labor Code § 2699(a), and Plaintiff's standing to make such claims on behalf of other employees, including due to the United States Supreme Court's recent decision in *Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906 (2022), which held that employees who have signed arbitration agreements with representative action waivers "lack[] statutory standing to continue to maintain [their] non-individual claims in court, and the correct course is to dismiss [their] remaining claims." As a result, the Parties agree that the release of PAGA claims in this Agreement will be effective to release Plaintiff's individual PAGA claim asserted in the Civil Action and all other potential PAGA claims asserted individually, as well his ability to pursue any representative PAGA claim on behalf of any other employees, and will serve as a complete and total bar to Plaintiff serving as an individual or representative PAGA plaintiff in any capacity; however, the settlement will not bar or prejudice any other employees from asserting PAGA claims on their own behalf.

1.2 Plaintiff's counsel will submit the final settlement agreement to the LWDA pursuant to Labor Code Section 2699(1)(2) and will provide receipt of the same to Defendant's counsel within 10 business days of execution of the final long-form settlement agreement.

1.3 Defendant will submit to the Court for approval a Joint Stipulation for approval of this Settlement, following execution of this final long-form Agreement and, and within 10 business days of Plaintiff's counsel providing receipt of the submission of the PAGA settlement to the LWDA.

1.4 Defendant will mail the Settlement Sum to Plaintiff's counsel of record, WorkWorld Law, at 6907 El Camino Real Suite A, Atascadero, CA 93422 within 15 business days of all of the following having taken place: (1) execution by all Parties to this Agreement, (2) receipt of the relevant W2 and 1099 Forms from Plaintiff and his counsel, and (3) entry of the Court's order approving this Agreement.

1.5 The Settlement Sum shall be allocated as follows:

a) \$300 towards PAGA penalties, which shall be split as follows:

- 1) To the LWDA: \$225.00 (75% of the \$300) for civil penalties allocated to Plaintiff's PAGA claims;
- 2) To Bobby Khalessi: \$75.00 (25% of the \$300), as compensation for Plaintiff's PAGA claims, for which a Form 1099 will be issued; and

b) To WorkWorld Law: \$200.00, for attorneys' fees and costs, for which a Form 1099 will be issued.

1.6 Approval and Dismissal: Upon reviewing and approving the Joint Stipulation to Approve the PAGA Settlement, the Parties request that the Court dismiss Plaintiff's Civil Action. The Parties are separately pursuing and resolving Plaintiff's cause of action #2-8 in the arbitration. Plaintiff's stayed PAGA Claim is therefore only claim remaining in the Lawsuit, although causes of action #2-8 need to be formally dismissed from the Lawsuit, and the Joint Stipulation submitted by the Parties shall also include a request by Plaintiff to dismiss all causes of action in the Lawsuit.

1.7 Plaintiff agrees to be solely and fully responsible for any and all of Plaintiff's local, state and federal tax consequences, including interest and penalties, if any, associated with the Settlement Sum. Plaintiff is not relying on loanDepot for any tax or legal advice.

2. Mutual Waiver of Attorneys' Fees and Costs.

Except as expressly set forth in this Agreement, each Party shall bear its own costs and attorneys' fees incurred in connection with the Lawsuit. The Parties each expressly agree that they have no further claim for attorneys' fees, costs, or expenses against Plaintiff for the efforts loanDepot undertook in connection with the Lawsuit or to achieve this Agreement.

3. No Admissions of Liability.

The Parties are entering into this Agreement for the sole purpose of avoiding the time and expense involved in the litigation of this matter. This Agreement shall not in any way be construed as an admission by either Plaintiff or loanDepot that they have acted wrongfully with respect to each other or any other person, or that the Parties have any rights whatsoever against each other or any of their current or former employees or agents, and the Parties specifically deny any liability to or wrongful acts against each other or any other person, on the part of themselves, or any of their current or former employees or agents.

4. No Public Comment.

The Parties and their counsel further agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the facts, amount or terms of the Settlement.

5. Non-Disparagement and Neutral Referral Clause

Khalessi will make no oral or written statement or take other action that disparages, slanders, or defames loanDepot or loanDepot Releasees by publishing facts that are untrue regarding loanDepot or loanDepot Releasees. loanDepot agrees to instruct Ben Kelley and Alex Madonna not to make any oral or written statement or take other actions that disparage, slander, or defame Khalessi by publishing facts that are untrue regarding Khalessi.

Inquiries regarding Khalessi's employment at loanDepot shall be directed to loanDepot's third-party employment verification provider, The Work Number, at telephone number 866-604-6572, and Employer Code 100327. The Work Number provides only official employment dates and last job title, and compensation if authorized by Khalessi.

6. No Filings.

Khalessi represents that he has not filed any other lawsuit, claim, charge, complaint, or grievance, with any local, state, or federal agency or court other than with JAMS (Ref. No. 1200058727), the LWDA (Case No. LWDA-CM-891217-22), Labor Commissioner's Office (Case No. RCI-CM-905698), and the Los Angeles Superior Court (Case No. 22STCV28809). In the event that any agency or court assumes jurisdiction of any lawsuit, claim, charge, complaint, or grievance, or purports to bring any legal proceedings on his behalf against loanDepot or any

loanDepot Releasee, then Khalessi shall promptly request that the agency or court withdraw from and dismiss the lawsuit, claim, charge, complaint, or grievance with prejudice. Khalessi further affirms that he has no known workplace injury.

7. Covenant Not to Sue.

In consideration for the promises set forth in this Agreement, each Party promises and agrees on behalf of himself and his heirs and representatives not to bring any other judicial claim against the other party.

8. The Parties' Mutual Release and Waiver of California Civil Code § 1542.

As a material inducement to enter into this Agreement, both loanDepot and Plaintiff, for itself/himself and each of its/his current or former heirs, successors, agents, employees, representatives, executors and assigns, does hereby irrevocably and unconditionally waive and release and forever discharge each other and its/her respective subsidiaries, parents, predecessors, successors, assigns, and affiliated or related corporations and entities, past and present, as well as each and all of its and their owners, trustees, officers, directors, managers, shareholders, members, partners, administrators, fiduciaries, representatives, attorneys, assignees, successors, insurers, benefit plans, agents and employees, past and present, and each of them, including but not limited to loanDepot.com, LLC (collectively, the "loanDepot Releasees") from and with respect to any and all claims, wages, demands, actions, class actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges, grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders, liabilities, injunctive relief, restitution, liquidated damages, and other legal responsibilities of any kind, known or unknown, suspected or unsuspected, unforeseen, unanticipated, unsuspected, or latent, and whether or not concealed or hidden, based upon any other law, rule, or regulation, whether known or unknown, that each party has asserted, could have asserted, or could bring against the other for claims under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, including, but not limited to, Plaintiff's first cause of action in the Lawsuit under PAGA, as well as the alleged Labor Code section 432.5 violations alleged in Plaintiff's LWDA notice letter for unlawful non-solicitation provisions, claw-back provisions, and liquidated damages provisions

The claims released under this Settlement Agreement include any and all individual claims by Plaintiff under the California Private Attorneys General Act (Labor Code §2698 *et seq.*) including the right to make claims on behalf of Plaintiff and/or any other aggrieved employees, arising out of or in any way connected with the Plaintiff's employment with loanDepot, from the beginning of time to the date Plaintiff signs this Agreement, including any claims made in the future based on events that occurred prior to the date Plaintiff signs this Agreement. This release applies to claims or rights that Plaintiff may possess either individually or as or member or beneficiary of a representative action. Plaintiff waives and releases any right to receive money or benefits from the participation in any representative action settlement or judgment after the date this Agreement is signed that relates in any way to Plaintiff's employment with loanDepot, whether Plaintiff or another individual is the named plaintiff in such action; provided, however, that the foregoing does not purport to release any Claims that may not be released as a matter of law.

Each Party hereby covenants and agrees that this Release shall constitute a complete and binding judicial bar to the institution and maintenance of any such claims, disputes, lawsuits, and complaints that are herein released by that Plaintiff. This Release is intended to resolve any and all disputes of each party that exist or could exist against any other party to the agreement that can be validly released. Accordingly, this Release does not release claims that cannot be released by Plaintiff as a matter of law, including but not limited to Plaintiff's right to file a charge with or participate in a charge by the Department of Fair Employment and Housing or any other federal, state, or local administrative body or government agency (Plaintiff agrees, however, to waive and release any right to seek or receive monetary damages resulting from any such charge or complaint or any action or proceeding), claims for Workers' Compensation, unemployment compensation, or state disability insurance benefits pursuant to the terms of applicable state law.

Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California regarding this release, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each of the Released Parties, each party to this agreement expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which each party does not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims that each party have asserted, could have asserted, or could bring against the other.

This Agreement is to be construed in a manner that is as broad and as comprehensive as possible so that no party shall ever be liable in any manner whatsoever, directly or indirectly, for any claim, demand, cause of action, suit of any kind or character, or of whatsoever nature, related to the matters and incidents constituting the Lawsuit.

9. Other Important Terms.

9.1 Each Party expressly assumes and accepts the risk that any fact with respect to any matter covered by this Agreement could hereafter be found to be other than, or different from, the facts now believed by either of the Parties to be true. The Parties agree that the release provisions hereof shall remain effective notwithstanding any such difference in fact. This Agreement shall not be subject to attack on the ground that any or all of the theories or factual assumptions used for negotiating purposes are for any reason inaccurate or inappropriate.

9.2 This instrument supersedes all prior discussions and contains all representations and agreements between the Parties relating to the rights herein granted and the obligations herein assumed with respect to the PAGA claim in the Lawsuit and its resolution, other than where prior

arbitration agreements and confidentiality agreements that are mentioned in this Agreement continue in full force and effect without being superseded. This Agreement constitutes the entire agreement among the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party not contained in this written Agreement, shall be enforceable.

This Agreement may neither be modified nor amended except in a writing executed by all the Parties hereto. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of all Parties. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

9.3 The Parties represent and acknowledge that this Agreement is given and executed voluntarily and free from duress, and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claim of the Parties or any matters related thereto.

9.4 This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. In addition, Plaintiff has had access to legal counsel of his choosing. Accordingly, the Parties agree that any rule of law, statute, legal decision, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intentions of the Parties. This Agreement shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as applied to contracts made and to be performed entirely within California, except that parole evidence shall not be admissible to vary or modify any of its terms.

9.5 Plaintiff represents and warrants that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands or causes of action relating to any matter covered by this Agreement. Plaintiff hereby agrees and promises to indemnify loanDepot and the loanDepot Releasees in the event that another party seeks to exercise any of Plaintiff's rights against them on any claim covered by this Agreement. The terms of this Agreement are, and shall be, binding upon each of the Parties, their subsidiaries, directors, officers, agents, attorneys, successors, and assigns, and upon all other persons and entities claiming an interest in the subject matter hereof through either Party.

9.6 Each Party respectively represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The Parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein.

9.7 The intent of this Agreement and release is to compromise, resolve and release any and all present and future PAGA claims of any kind, whether now known or unknown, that Plaintiff may have or be able to assert against the loanDepot Releasees, whether such claims are asserted on behalf himself or others, in individual or representation fashion or both. This Agreement shall be construed liberally to accomplish those intents and purposes. The settlement, this Agreement document and any documents referred to herein, and any ambiguities or

uncertainties herein or therein, shall be interpreted and construed equally and fairly without reference to the identity of who prepared the document, on the express understanding and agreement that all Parties participated equally in the negotiation and preparation of the release and the Agreement, or had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code § 1654 and any similar, successor or amended statute providing that in cases of uncertainty, the language of a contract should be interpreted most strongly against the drafter of the contract.

9.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed or DocuSign signatures shall be deemed valid as if they were inked originals.

10. Voluntary Agreement.

Each party understands and agrees they have:

- (a) Had a reasonable time and opportunity within which to consider the terms and conditions of this Agreement before executing it;
- (b) Carefully read and fully understands all the provisions of this Agreement;
- (c) Been provided with the opportunity to consult with counsel of their choosing prior to their execution of the Agreement based on their own decision to do so or not do so;
- (d) Have not relied upon any representation not set forth herein with regard to the subject matter, basis or effect of this Agreement or otherwise;
- (e) Knowingly and voluntarily agreed to all of the terms set forth in this Agreement and to be legally bound by the terms set forth herein;
- (f) Through this Agreement, covenanted not to file a claim or action against the other, as of the date of signing this Agreement;
- (g) Agreed that the only consideration to Plaintiff for signing this Agreement is set forth herein and Plaintiff is expecting to receive nothing other than what is explicitly set forth in this Agreement as a result of his execution of this Agreement;
- (h) Warrants that no promises or representations, whether written or oral, were made to Plaintiff in connection with this Agreement, that are not contained within the Agreement; and
- (i) Agreed to be legally competent and to have all necessary authority to execute this Agreement and accept full responsibility therefor.

11. Severability.

The Parties agree that all aspects of this Agreement are valid and enforceable. The invalidity or unenforceability of any provision of this Agreement shall not impair other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid or unenforceable, such provision shall be severable from the Agreement.

BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND PROVISIONS AND AGREES TO BE BOUND BY ALL OF THEM.

Dated: 03 / 31 / 2023, 2023

Bobby Khalessi

Bobby Khalessi

By: _____
Bobby Khalessi

Dated: 04-10, 2023

loanDepot.com, LLC

By: *Albert Nicholson*
Albert Nicholson, SVP, Associate General Counsel