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Attorneys for Plaintiffs Christiana Sanchez and Tanya
Radogna, on behalf of themselves and all others
similarly situated

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CHRISTIANA SANCHEZ and TANYA
RADOGNA, individually and on behalf of
herself and all others similarly situated,
Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC, a
Delaware Limited Liability Corporation; and
DOES 1-50, inclusive,
Defendant.

Case No. 37-2022-00037558- CU-0 E- CTL

*[Assigned For All Purposes to the Honorable
Judge Joel Wohlfeil]*

DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT

Date: August 1, 2025

Time: 9:00 a.m.

Dept.: C-73

Complaint filed: September 20, 2022

Trial Date: None Set

1 Reuben D. Nathan, Esq. (SBN: 208436)
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5 Attorneys for Plaintiffs Christiana Sanchez and Tanya
Radogna, on behalf of themselves and all others similarly
6 situated

1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney, duly licensed to practice before all the Courts of the State of
3 California and I am the principal of James Hawkins, APLC, counsel of record for Plaintiff
4 Christiana Sanchez in this action. I submit this declaration in support of Plaintiffs' Motion for
5 Preliminary Approval of Class Action and PAGA Settlement. I have personal knowledge of all
6 facts stated herein, and if called as a witness, I could and would competently testify thereto.

7 2. Except for *Tanya Radogna v. Nationstar Mortgage LLC and Mr. Cooper Group*
8 *Inc.*, which is part of this settlement, I am unaware of any other pending lawsuits that overlap with
9 this matter in any way, including the claims alleged or the time period and class of employees
10 covered.

11 3. Attached hereto as **Exhibit A** is a fully-executed, true and correct copy of the
12 Parties' Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"). Attached
13 hereto as **Exhibit B** is a true and correct copy of the Class Notice letter the Parties propose to send
14 to the members of the Class. Attached hereto as **Exhibit C** is a true and correct copy of the Notice
15 letter the Parties propose to send to the members of the Exempt PAGA Group. Attached hereto as
16 **Exhibit D** is a true and correct copy of proof of submission of the proposed settlement to the Labor
17 & Workforce Development Agency ("LWDA") via its online portal.

18
19 **PROCEDURAL HISTORY**

20 4. Defendant is a mortgage servicer operating in the United States, including
21 California. Both Plaintiffs were employed by Defendants as non-exempt employees in California
22 during the Class Period.

23 5. On May 6, 2022, Radogna, through her attorneys, submitted a letter to the LWDA
24 for the purpose of complying with California Labor Code § 2699.3's notice requirement. Likewise,
25 on July 15, 2022, Sanchez, through her attorneys, submitted her own letter to the LWDA.

26 6. On July 15, 2022, Plaintiff Sanchez filed a class action, entitled *Christiana Sanchez*
27 *v. Nationstar Mortgage, LLC*, San Diego County Superior Court Case No. 37-2022-00027997-CU-
28

1 OE-CTL (hereinafter the “*Sanchez Class Action*”).

2 7. Shortly thereafter, on August 17, 2022, Plaintiff Radogna filed a PAGA Action
3 entitled *Tanya Radogna v. Nationstar Mortgage LLC and Mr. Cooper Group Inc.*, Alameda County
4 Superior Court Case No. 22CV016328 (hereinafter the “*Radogna PAGA Action*”).

5 8. On September 16, 2022, Radogna, through her attorneys, submitted an amended
6 letter to the LWDA for purposes of complying with California Labor Code § 2699.3’s notice
7 requirement.

8 9. On September 20, 2022, Sanchez filed a separate PAGA action entitled *Christiana*
9 *Sanchez v. Nationstar Mortgage, LLC*, San Diego County Superior Court Case No. 37-2022-
10 00037558-CU-OE-CTL (hereinafter the “*Sanchez PAGA Action*”).

11 10. On September 20, 2024, the Parties participated in a full-day global mediation with
12 respected wage and hour class action mediator Deborah Saxe, Esq. The Parties did not resolve the
13 case at mediation, but the parties continued arm’s length negotiations with the assistance of
14 Mediator Saxe.

15 11. By way of these subsequent discussions by and between the Parties and Mediator
16 Saxe, the Parties ultimately reached an agreement aided by a mediator’s proposal. Ms. Saxe issued
17 a mediator’s proposed term sheet that the Parties subsequently accepted and signed effective March
18 13, 2025, memorializing their agreement to resolve the Consolidated Actions. The Parties then
19 formally reduced the proposed settlement to the Agreement now before the Court for approval.

20 12. Finally, in order to fully effect a global settlement of the Related Cases, the Parties
21 stipulated to file a First Amended Complaint in this matter to include all plaintiffs and claims
22 alleged in the Related Cases and negotiated in the Settlement. The operative FAC, filed on May
23 22, 2025, alleges claims for minimum and overtime wages, meal and rest break violations,
24 inaccurate wage statements, waiting time penalties, unfair competition, and penalties under PAGA.

25 **INVESTIGATION**

26 13. Prior to the mediation, Defendants provided Plaintiffs with extensive informal
27 discovery, including Plaintiff’s personnel, time, and payroll records, time records and payroll
28

1 records for the entire population of Class Members, commissions/incentives statements,
2 commissions/incentives policies, expense reimbursement policies, pipeline projections, wage
3 statement exemplars, Defendants' employee handbooks, including policies and procedures
4 regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies
5 (including recording hours), issuance of wage statements, and termination wages, as well as
6 information regarding the number of putative Class Members who are current and former
7 employees, sample arbitration agreements, the number of PAGA Members, the number of
8 workweeks throughout the Class Period, and the number of pay periods throughout the PAGA
9 Period. From this information, Plaintiffs were able to analyze Defendants' liability for the claims
10 asserted in this case and, with the assistance of Plaintiffs' experts, the potential exposure and
11 damages.

12 14. In the Related Actions, Plaintiffs contend the Class Members were not paid all
13 minimum or overtime wages, were not paid all commissions owed, did not receive proper expense
14 reimbursement, were not provided with legally compliant meal and rest periods, did not receive
15 compliant wage statements, and did not receive all wages due on separation of employment. In
16 considering the reasonableness of the proposed settlement, Plaintiffs considered each of
17 Defendants' counterarguments, which sharply contested Plaintiff's claims. Plaintiffs' Counsel
18 weighed the strength of Defendants' arguments, including the risks posed by the existence of
19 applicable arbitration agreements, the risks of not prevailing in the underlying individual
20 arbitrations and/or on the merits of the representative claims, and determined that the proposed
21 settlement is in the best interests of the Class. Although remaining confident in the strength of their
22 claims, all these factors led Plaintiffs to discount the exposure.

23 24 **TERMS OF THE PROPOSED SETTLEMENT**

25 15. The Parties have agreed (subject to Court approval) that the Related Actions will be
26 settled and compromised for the non-reversionary sum of \$1,000,000.00 ("Gross Settlement
27 Amount" or "GSA"). (Agreement, § 17.) The GSA includes: (a) attorney's fees of up to
28 \$350,000.00 (thirty-five percent of the GSA) to compensate Class Counsel for work already

1 performed and all work remaining to be performed (Agreement §2); (b) actual litigation expenses
2 not to exceed \$50,000.00 (*Id.*); (c) Administration Costs to CPT Group, Inc. (“CPT”) in an amount
3 not to exceed \$17,750.00 (Agreement, §§ 39–40); (d) Class Representative Service Awards to
4 Plaintiffs in an amount not to exceed \$7,500 each (\$15,000 total) (Agreement, § 6); and (e) PAGA
5 penalties to the LWDA of \$56,250.00 (which is 75% of the \$75,000.00 PAGA Payment, with the
6 remaining 25% or \$18,750.00 to PAGA Members) (Agreement, § 25). Employer-side payroll taxes
7 (including FICA, FUTA, and SDI) will be paid by Defendants separate and apart from the GSA.
8 (Agreement, §§ 12, 17.)

9
10 16. After all Court-approved deductions from the GSA, it is estimated that
11 \$492,250.00 (“Net Settlement Amount” or “NSA”), less all applicable employee-side taxes, will
12 be distributed to the estimated 1,900 Class Members, with an average individual settlement amount
13 of around \$259.08.

14 17. Subject to the terms and conditions of the Settlement, CPT will calculate and issue
15 Individual Settlement Awards to Participating Class Members based on the following formula: (a)
16 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
17 Class Members during the Class Period and (b) multiplying the result by each Participating Class
18 Member’s Workweeks. (Agreement, § 59.a.i.)

19 18. Additionally, CPT will calculate and issue payments to PAGA Members based on
20 the following formula: (a) dividing the amount of the PAGA Members’ 25% share of PAGA
21 Penalties (\$18,750.00) by the total number of PAGA Period Pay Periods worked by all PAGA
22 Members during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s
23 PAGA Period Pay Periods. Therefore, the value of each Aggrieved Employee’s share of the PAGA
24 Payment ties directly to the amount of pay periods that he or she worked. (Agreement, § 59.a.ii.)

25 19. The number of Pay Periods and Workweeks worked by each Participating Class
26 Member and Aggrieved Employee will be derived from Defendants’ records. Each Class Member’s
27 gross settlement award will be apportioned as follows: twenty percent (20%) as alleged unpaid
28 wages subject to all applicable tax withholdings; forty percent (40%) as alleged unpaid interest;

1 and forty percent (40%) as alleged unpaid penalties. CPT will be responsible for issuing Form W-
2 2s for amounts deemed “wages” and Form 1099s for the portions allocated to penalties and interest.
3 (Agreement, § 59.a.vi.)

4 20. Settlement checks must be cashed or deposited within 180 days after the checks are
5 mailed to them. (Agreement, §.) In the event a settlement check remains uncashed, such uncashed
6 funds shall be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of
7 the Participating Class Member and/or Aggrieved Employee for later claim. (*Id.*) Because this
8 lawsuit benefits Class Members/PAGA Members who release claims by participating in the
9 lawsuit, the funds representing their settlement payments should remain their property. By sending
10 the uncashed funds to the Unclaimed Property Fund in the name of the Class Member/Aggrieved
11 Employee, he or she can claim his or her property at a future date convenient to the Class Member.
12 Therefore, there will be no unpaid residue or unclaimed or abandoned Class Member funds under
13 California Code of Civil Procedure section 384(a).

14 21. Within twenty-one days of entry of the Preliminary Approval Order, Defendants
15 will provide CPT with the Class List, containing each Class Member’s first and last name, last
16 known mailing address, Social Security number, total number of weeks worked during the Class
17 Period, and total number of workweeks and pay periods worked during the PAGA Period.
18 (Agreement, §§ 3, 58.a.)

19 22. Prior to mailing, CPT will perform a search for updated addresses in the National
20 Change of Address Database. (Agreement, § 58.a.i.) CPT will also use skip traces to attempt to find
21 current addresses for any Notice returned as undeliverable. (Agreement, §§ 58.a.ii–iii.) For any re-
22 mailed Notice, CPT will extend the Class Member’s Response Deadline by 10 calendar days. If
23 CPT is unable to obtain a better address for a Class Member, the Notice will be deemed
24 undeliverable. Within 7 days after receipt of the class list, CPT will mail via regular First-Class
25 mail the Notice to all Class Members and PAGA Members,¹ (Agreement, § 58.a.i.)

26 23. The contents of the Class Notice are consistent with the terms of the Agreement.
27

28 ¹ To avoid confusion about the scope of the Class, exempt Members of the PAGA group will only receive notice following final approval. (See Exhibit C)

1 The Notice to the Class and Non-exempt Members of the PAGA group informs class members how
2 and when to request exclusion from the Class or object to the Settlement and of their estimated
3 payment amount which they will automatically receive a settlement payment if they do nothing.
4 The Notice further advises Class Members how to obtain documents filed in the case from the
5 Court, CPT or Class Counsel, and directs the Class Member to CPT's website and the Court's
6 website to find out whether final judgment has been entered. (Agreement, Ex. 1.) The Exempt
7 PAGA Members, who do not overlap with the class in any capacity, will receive a separate notice,
8 after final approval, addressing the PAGA portion of the Settlement, with their Individual PAGA
9 Payment enclosed. (Agreement, § 58.a, Ex. 2)

10 24. Class Members will have 45 days from the initial mailing of the Notice to respond
11 to the Settlement by submitting a challenge to the number of weeks or pay periods attributed to
12 them, submitting an objection, or requesting to be excluded from the Class. Class Members can
13 object to the Settlement in writing via mail or fax by submitting a document with their name, the
14 words "Notice of Objection" or "Formal Objection" and a description of the arguments supporting
15 their objection. Class Members are informed that the Court will hear any objections from any Class
16 Member who attends the Final Approval Hearing. (Agreement, Ex. 1.)

17 25. Class Members can also submit a written request for exclusion from the Settlement
18 by emailing, mailing, or faxing a written request, including his or her name, address, phone number,
19 and the last four digits of the Social Security, and a statement demonstrating his or her intent to opt
20 out of the Settlement. (Agreement, § 36.)

21 26. The Notice also informs the Class Member/PAGA Members that they can dispute
22 the number of Workweeks/Pay Periods allotted to them to calculate their settlement payments by
23 contacting CPT before the Response Deadline and include any documentation supporting the
24 dispute. CPT will investigate the dispute, request additional information from Defendants, and, in
25 consultation with Defense Counsel and/or Class Counsel as appropriate, attempt to resolve the
26 dispute. If the Workweek Dispute cannot be resolved by the Settlement Administrator, then it shall
27 be resolved by the Court. (Agreement, § 43.)
28

1 27. Defendants shall fund the within 30 days of the Effective Date, and CPT shall
2 disburse all payments required under this Settlement within 10 calendar days of receipt.
3 (Agreement, §§ 59, 59.a.iii.)

4 28. Upon Defendants' payment funding the GSA, Participating Class Members shall
5 forever release the Released Parties for the Released Claims for the Class Period. (Agreement, §
6 55.) Likewise, upon Defendants' payment funding the GSA, Plaintiffs, the PAGA Members, and
7 the State of California shall forever release the Released Parties for the PAGA Released Claims for
8 the PAGA Period. (Agreement, § 56.)

9 29. As discussed below, Plaintiffs' Counsel believes that the proposed settlement is in
10 the Class Members' best interests based on the negotiations and a detailed knowledge of the issues
11 present in this action. The length and risks of continued litigation that affect the value of the claims
12 were all carefully weighed. In addition, the affirmative defenses asserted by Defendants, the
13 uncertainty of class certification, the difficulties of complex litigation, the lengthy process of
14 establishing specific damages and various possible delays and appeals were also carefully
15 considered by Plaintiffs' Counsel in arriving at the proposed settlement.

16 **The Settlement is Fair and Reasonable Based on the Strengths of Plaintiffs' Case and the**
17 **Risks and Costs of Further Litigation and Meets the Dunk/Kullar Factors**

18 30. The proposed settlement was reached as a result of arm's-length negotiations.
19 Though cordial and professional, the Settlement negotiations have been, at all times, adversarial
20 and non-collusive in nature. Following the initially unsuccessful mediation, Counsel for the Parties
21 continued their negotiations, with the assistance of Mediator Saxe, to reach the Settlement terms
22 memorialized in the Agreement.

23 31. While Plaintiffs believe in the merits of their case, they also recognize the inherent
24 risks of litigation and understand the benefit of Class Members receiving significant settlement
25 funds immediately as opposed to risking continued litigation over class certification, the merits of
26 the case before and after trial, the damages awarded and/or an appeal that can take several more
27 years to litigate.

1 32. The Parties thoroughly investigated and evaluated the factual strengths and
2 weaknesses of their arguments before reaching the proposed settlement, and engaged in sufficient
3 investigation, research and discovery, referenced above, to support the Settlement. The proposed
4 settlement was only possible following significant analysis and evaluation of Defendants' relevant
5 policies and procedures, as well as the data it produced for the putative Class, which permitted
6 Plaintiffs' Counsel and experts to engage in a comprehensive analysis of liability and potential
7 damages to prepare for mediation.

8 33. The proposed settlement was only possible following significant analysis and
9 evaluation of Defendants' relevant policies and procedures, as well as the data that Defendants
10 produced for the Class. This permitted Plaintiffs' Counsel to engage in a comprehensive analysis
11 of liability and potential damages. The discovery conducted resulted in Plaintiffs' central theories
12 of liability, which are based on Plaintiffs' claims that Defendants failed to provide compliant meal
13 and rest periods, failed to pay all minimum and overtime wages, Failed to properly pay all
14 commissions owed, failed to provide accurate, itemized wage statements and failed to pay all wages
15 due on separation of employment. Defendants maintained that Plaintiffs signed binding arbitrations
16 agreements with class action waivers and, even if the arbitration agreements were determined to be
17 unenforceable, Defendant maintained that the discovery produced demonstrates that it would
18 prevail on the issue of class certification and on the merits of the claims asserted.

19 34. Plaintiffs believe this case is suitable for certification on the claimed basis that there
20 are company-wide policies that Plaintiffs contends violate California law and uniformly affect the
21 Class Members. However, Defendants' counterarguments raise uncertainties with respect to both
22 class certification and success on the merits. As the California Supreme Court emphasized in *Sav-*
23 *On v. Superior Court* (2004) 34 Cal.4th 319 (2004), class certification is always a matter of the trial
24 court's sound discretion, and decisions following *Sav-On* have reached different conclusions with
25 respect to certification of wage and hour claims. While remaining confident in the strengths of their
26 claims, all of these factors led Plaintiffs to discount the following maximum potential damage
27 claims.
28

1 35. Defendants provided Plaintiffs with class-wide data from which Plaintiffs' Counsel
2 could extrapolate a damage analysis in preparation of mediation. Based on the data received and
3 Plaintiffs' Expert's analysis, there were a total of approximately 1,558 non-exempt employees and
4 approximately 465 exempt employees employed by Defendant from May 26, 2021, through
5 Mediation. Defendant estimates that there were 67,931 workweeks for the Class prior to mediation.
6 At that time, there were also approximately 47,252 pay periods estimated for the PAGA Group,
7 including pay periods for exempt employees, who are excluded from the class.

8 36. Plaintiffs assert Defendants' failed to pay for all hours worked. Plaintiffs allege
9 Defendant fails to relieve employees of all duties during meal periods because it requires employees
10 to perform work-related tasks during meal periods. In particular, Plaintiffs allege that Defendant
11 monitored keystrokes, and managers would reach out to demand explanation for pauses in
12 productivity, including during unpaid meal periods. Plaintiffs were also not paid for the time it took
13 to boot up their computers and log in to work. Plaintiffs allege this resulted in unpaid "off the clock"
14 work and estimated they lost about 1 hour of compensable work time each week. In response,
15 Defendant argued that its timekeeping and payroll policies accurately tracked and paid for all hours
16 worked by the class members, and that its policies strictly forbade any off the clock work. Thus,
17 per Defendants, if any off the clock work occurred it was done in violation of company policy and
18 without the company's knowledge or authorization. Furthermore, the remote nature of Plaintiffs
19 and other class members' work create additional challenges to demonstrating commonality of
20 experience. For these reasons as well, Defendant argued that class certification would be impossible
21 due to the individualized inquiries that would be needed to determine if off the clock work occurred
22 and the reasons therefor.

23 37. Plaintiffs next contend Defendants failed to provide legally compliant meal and rest
24 breaks. Specifically, as discussed above, Plaintiffs contend Defendants contend Defendant
25 regularly required employees to perform while purportedly clock out on meal breaks. Beyond that,
26 Plaintiffs further allege their experts' review of the time and payroll data suggests substantial "de
27 facto" violations for lunch breaks that were taken late, cut short or interrupted by work, or not
28

1 provided at all. Plaintiffs contend that due to the volume of work Defendants imposed and
2 inadequate staffing resulted in these “de facto” meal period violations and violated Labor Code
3 sections 512, 226.7, and the applicable IWC Wage Order, as well as *Brinker Restaurant Corp. v.*
4 *Superior Court* (2012) 53 Cal.4th 1004 and *Augustus v. ABM Security Serv., Inc.* (2016) 2 Cal.5th
5 257 for failure to provide compliant meal and rest periods within the applicable time frames.
6 Plaintiffs similarly allege that ten-minute rest periods either were not provided or were non-
7 compliant and cut short or interrupted.

8 38. Defendants deny Plaintiffs’ contentions, claiming they made meal and rest breaks
9 available to Class Members in compliance with California law. Defendants contend their meal and
10 rest break policies are lawful and that Class Members were provided with all required breaks, or
11 that Defendant paid appropriate meal period premiums on the rare occasions a violation did occur,
12 as reflected in its time/payroll records. Defendants further argued Plaintiffs’ meal and rest break
13 claims are not susceptible to common proof, as the claims would require individualized inquiry,
14 including whether there was an unlawful companywide policy, whether employees had the
15 opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and
16 rest periods, and whether Defendants ever prevented them from taking meal and rest periods.
17 Accordingly, Defendants contend these claims are vulnerable to a ruling that class treatment is not
18 appropriate.

19 39. Plaintiffs claim the wage statements do not provide accurate overtime rates and
20 accurate overtime hours because instead of Defendant failed to include various bonuses,
21 commissions, and differential premiums in calculating the regular rate of pay for overtime and
22 double-time, resulting in significant underpayment of overtime and double-time wages. Defendants
23 contend these claims are likewise not appropriate for class treatment, because they require
24 individualized inquiries into each instance of a bonus or commission payment, to determine if it is
25 exempt from California overtime requirements.

26 40. Plaintiffs’ claims for inaccurate wage statements allege both facial and derivative
27 violations of Labor Code § 226. On the alleged violations of Labor Code § 226 (wage statement
28

violations) and §§ 201-203 (waiting time penalties), Defendant argued its wage statements and payroll practices complied with Section 226 and provided all required information accurately. As far as the derivative claims, they will rise or fall along with the primary unpaid wage claims, in addition to being subject to “good faith” and other defenses available to Defendants. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did not willfully fail to pay wages under Labor Code § 203 even though the class prevailed on the merits on the underlying claim for failing to pay living wages). Accordingly, Plaintiffs discounted these claims significantly in light of these multiple potential defenses.

41. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$25 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code sections at issue, and recover the maximum penalty for every single pay period at issue. As with the class claims, however, Plaintiffs discounted the potential PAGA penalties based on Defendants’ various defenses on the merits and also accounted for the Court’s wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated \$75,000 to PAGA penalties. Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the Settlement, and will be able to weigh in as necessary.

42. Based upon Defendant’s arguments, defenses, risks to certification and merits, Plaintiff’s Counsel determined that the realistic exposure was approximately \$9.9 million, including interest and PAGA, as follows:

- a. Off-the Clock Work: 67,931 Workweeks with off-the-clock work, with an estimated 1 hour of off-the-clock work per week at a rate of \$20.25 (average minimum wage) with none of off-the-clock hours qualifying as overtime x 30% (discounted to account for risks of certification and trial) = \$412,680.83
- b. Overtime: 318,786 underpaid overtime hours, including double-time x approximately \$37.90 underpayment x 5% (discounted to account for risks of certification and trial) = \$3,982,530.00
- c. Unpaid Meal Period Premiums: 171,786 net unpaid meal period premiums (41.3.6%

of shifts analyzed with unique violations) x \$61.22 hourly rate x .2 violation rate (accounting for waivers) x 20% (discounted to account for risks of certification and trial) = \$420,669.56

d. Unpaid Rest Period Premiums: 331,044 shifts greater than 3.5 hours x \$61.22 hourly rate x 100% violation rate x 10% (discounted to account for risks of certification and trial) = \$2,026,651.38

e. Waiting Time Penalties: 1,137 former employees x \$162 average daily pay x 30 days x 20 % (discounted to account for risks of certification and trial) = \$1,105,164.00

f. Failure to Comply with Itemized Wage Statement Provisions: 47,252 Pay Periods in Wage Statement Period at \$50 per initial violation and \$100 per subsequent violation and \$4000 maximum penalty per employee x 5% (discounted to account for risks of certification and trial) = \$1,780,350.00

g. PAGA Penalties (at \$5 penalty per pay period): \$236,260.00

43. Applying this discount to Defendant's potential maximum exposure, Plaintiffs' counsel determined Defendant's potential *realistic* exposure to be approximately \$9.9 million. They carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall \$1,000,000.00 recovery represents a significant percentage of Defendants' potential realistic exposure and, given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of \$1,000,000.00 which will result in average award of some \$259.08 per class member. This, together with the additional sums under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

Provisional Class Certification Should be Granted

44. First, the class is both sufficiently numerous, consisting of approximately 1,900 individuals, and ascertainable by reference to Defendants' personnel and payroll records.

45. Plaintiffs contend their claims are all typical of the Class Members' claims because they arise from the same factual basis and are based on the same legal theories applicable to the Class Members. Plaintiffs further contend Defendants' policies applied to all Class Members and each Class Member is challenging the same policies and practices. As such, the typicality requirement is satisfied for purposes of settlement.

46. Plaintiffs all have been and will continue to be committed to vigorously prosecuting this case, and they have no conflicts of interest with the Class. Further, their counsel are experienced class action counsel. For these reasons, Plaintiffs contend they are adequate class representatives.

47. Next, common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were subject to the same meal and rest break policies and alleged policies and practices resulting in meal period violations, and similarly subject to the same alleged time keeping policies that resulted in off the clock work. Because the focus of the claims against Defendants concern the legality of common policies applied uniformly to the entire class, common issues predominate over individualized inquiries concerning liability. For instance, Defendants’ meal and rest break policy is company-wide policy applied equally and consistently to all class members, and this policy is either compliant with California law or it is not. Regardless of that determination, it will decide liability for all class members one way or another.

48. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

CLASS COUNSEL'S EXPERIENCE

49. I have a great deal of experience in wage and hour class action litigation. I have been

1 certified and approved as class counsel in many other wage/hour class actions, and I am currently
2 litigating numerous others before this Court and others. Although not an all-inclusive list, over the
3 years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of
4 which implicated similar law and facts to those associated with this Action:

- 5 a. ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
6 01754. Wage and Hour Class Action case seeking past wages for meal and rest
7 break violations for production workers in the State of California. Plaintiffs’
8 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval
9 granted, and funds fully disbursed.
- 10 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
11 04554. Wage and Hour Class Action case seeking past wages for “off the clock,”
12 overtime and meal and rest break violations for production workers in the State of
13 California. Plaintiffs’ Counsel appointed as Lead Counsel. Case settled, Final
14 Approval granted, no objections and funds fully distributed.
- 15 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
16 Wage and Hour Class Action case seeking past wages for meal and rest period
17 violations for retail employees in the State of California. Plaintiffs’ counsel
18 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
19 funds fully distributed.
- 20 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
21 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
22 and rest period violations for retail employees in the State of California. Plaintiffs’
23 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
24 objections and funds fully distributed.
- 25 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles
26 County Superior Court, Case No. BC393709. Wage and Hour Class Action
27 seeking past wages for overtime, meal, and rest break violations for driver
28

employees in the State of California. Stipulation for “binding arbitration.”

Arbitration Award for Plaintiffs Class. Arbitration Award confirmed. Plaintiffs’ counsel lead trial counsel and class counsel.

- f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal, and rest breaks violations for production employees in the State of California. Plaintiffs’ counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal, and rest break violations for production employees in the State of California. Plaintiffs’ counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal, and rest break violations for restaurant employees in the State of California. Plaintiffs’ counsel appointed as lead counsel. Case settled. Final Approval granted and funds fully distributed.
- i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal, and rest break violations for security officers in the State of California. Plaintiffs’ counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers

employed by Defendants in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

- k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendants in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiffs have petitioned the Court for Lead Counsel.
- m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final Approval.
- n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- 1 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior
2 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
3 and rest break violations for production employees employed by Defendants in the
4 State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
5 Final Approval granted, no objections and funds fully distributed.
- 6 q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case
7 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
8 rest break violations for restaurant employees employed by Defendants in the State
9 of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No.
12 BC 330145. Wage and Hour Class Action seeking past wages of overtime for
13 misclassification of managers employed by Defendant, DBA Carl's Jrs. in the
14 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
15 Final Approval granted, no objections and funds fully distributed.
- 16 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case
17 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal
18 and rest break violations for retail employees employed by Defendants in the State
19 of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.
- 21 t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
22 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
23 misclassification of managers employed by Defendants in the State of California.
24 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted,
25 no objections and funds fully distributed.
- 26 u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court,
27 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
28

- 1 overtime, meal and rest break violations for production workers employed by
2 Defendants in the State of California. Plaintiffs' counsel appointed lead counsel.
3 Cased settled, Final Approval granted, no objections and funds fully distributed.
- 4 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court,
5 Case No. BC387088. Wage and Hour Class Action seeking past wages for
6 overtime, meal and rest period violations for production employees employed by
7 Defendants in the State of California. Plaintiff's counsel appointed as lead counsel.
8 Case settled. Final Approval granted, no objections and funds fully distributed.
- 9 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and***
10 ***Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour
11 Class Action seeking past wages for overtime, meal and rest period violations for
12 security guards employed by Defendants in the State of California. Certification
13 granted. Plaintiffs' counsel appointed as co-lead counsel. Writ taken. Court stays
14 action pending Appellate Court ruling. Court lifts stay.
- 15 x. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
16 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking
17 past wages for overtime, meal and rest period violations, and penalties on behalf of
18 non-exempt production, maintenance, shipping, and receiving employees
19 employed by Defendants in California. Plaintiff's counsel appointed as lead
20 counsel. Case settled. Final Approval granted, no objections and funds fully
21 distributed.
- 22 y. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
23 Wage and Hour Class Action seeking past wages for overtime, meal and rest
24 period violations, and penalties on behalf of non-exempt manufacturing employees
25 employed by Defendants in California. Plaintiff's counsel appointed as lead
26 counsel. Case settled. Final Approval granted, no objections and funds fully
27 distributed.
28

- 1 z. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
2 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for
3 meal period violations, and non-compliant wage statements on behalf of non-
4 exempt production employees employed by Defendants in California. Plaintiff's
5 counsel appointed as lead counsel. Case settled. Final Approval granted, no
6 objections and funds fully distributed.
- 7 aa. ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
8 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
9 overtime, meal and rest period violations, inaccurate wage statements, and
10 penalties on behalf of non-exempt employees employed by Defendants in
11 California. Plaintiff's counsel appointed as lead counsel. Case settled. Final
12 Approval granted, no objections and distribution of funds pending.
- 13 bb. ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
14 Wage and Hour Class Action seeking past wages for meal and rest period
15 violations, failure to indemnify necessary expenses, inaccurate wage statements,
16 and penalties on behalf of non-exempt employees working in positions related to
17 servicing, refabricating, and repairing storage tanks employed by Defendants in
18 California. Plaintiff's counsel appointed as lead counsel. Case settled. Final
19 Approval granted, no objections and funds fully distributed.
- 20 cc. ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
21 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
22 rest period violations, reimbursements, and penalties on behalf of non-exempt
23 restaurant employees employed by Defendants in California. Plaintiff's counsel
24 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
25 distributed.
- 26 dd. ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
27 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest
28

1 period violations, and penalties on behalf of non-exempt retail clerks employed by
2 Defendants in California. Plaintiff's counsel appointed as lead counsel. Case
3 settled. Final Approval granted, no objections and funds fully distributed.

4 ee. ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No.
5 30-2012-00611260. Wage and Hour Class Action seeking past wages for overtime,
6 meal and rest period violations, reimbursements, and penalties on behalf of non-
7 exempt employees employed by Defendants in California. Plaintiff's counsel
8 appointed as lead counsel. Case settled. Final Approval granted, no objections and
9 funds fully distributed.

10 ff. ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
11 Wage and Hour Class Action seeking past wages for overtime, meal and rest
12 period violations, reimbursements, and penalties on behalf of non-exempt
13 production workers employed by Defendants in California. Plaintiff's counsel
14 appointed as lead counsel. Case settled. Final Approval granted, no objections and
15 funds fully distributed.

16 50. In summary, my firm has been the lead or co-lead counsel in hundreds of cases since
17 its inception. We have recovered hundreds of millions of dollars for employees in the State of
18 California and millions for the State as well through PAGA.

19 51. Our firm has served as class counsel in a number of significant wage and hour
20 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage
21 and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs
22 appealed a decertification order. This case involved several appeals. The appellate record amassed
23 an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters'
24 transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the
25 record, and several additional letters informing the appellate court of new legal authority issued
26 after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15,
27 2016, and on November 21, 2016, the decertification order was reversed, and the case was
28

1 remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* (“*Lubin*”), 5 Cal. App.
2 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the
3 California Supreme Court. The Supreme Court denied Wackenhut’s petition for review of *Lubin*.
4 The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the
5 parties were able to secure the \$130 million settlement that was approved on October 21, 2019, by
6 Judge Highberger in the Los Angeles Superior Court.

7 52. Additionally, in early 2020, our firm served as lead counsel in a class action jury
8 trial in the Central District of California involving the class and PAGA representative claims of
9 over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

10 53. Our firm has settled many high-stakes class and representative actions. Our firm’s
11 settlements have directly compensated hundreds of thousands of California workers and
12 consumers. Our firm’s actions have also forced employers to modify their policies for the benefit
13 of employees including changing the compensation structure for certain employees and changing
14 practices to ensure that workers will be able to take timely rest and meal breaks. A leader in
15 prosecuting class and PAGA enforcement actions, we have secured millions of dollars for workers
16 and in civil penalties for the State of California.

17 54. Based on our experience, demonstrated competence, resources to prosecute the
18 claims at issue and reputation among our colleagues in the both the defense and plaintiffs’ bar, I
19 respectfully submit our firm’s experience in the field of wage and hour cases provides us the ability
20 to prosecute claims swiftly and often times without the need for protracted litigation as here.
21 Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members
22 when challenged and necessary. As such, we respectfully subject that we are adequate Class
23 Counsel.

24 55. It is my opinion that this Settlement is fair, reasonable, and adequate, and in the best
25 interest of the Class. The Settlement is a good result by any measure, particularly so considering
26 Defendants’ formidable arguments against liability and damages. In light of these issues, and the
27 fact that the Settlement was the product of protracted, contentious, and arm’s-length negotiations
28

1 between highly experienced counsel with the assistance of a well-respected neutral third-party
2 mediator, I believe that the Settlement should be preliminarily approved.

3 **CPT Group, Inc. Should be Appointed as the Settlement Administrator**

4 56. The Parties agreed to use CPT as the Settlement Administrator in this matter.
5 (Agreement, § 38.). CPT is highly qualified and experienced as a settlement administrator,
6 committed to the security of data, carries insurance for the theft of money or data, and has no
7 relationship with Counsel.

8 **Notice to Class Members Complies With California Rule of Court 3.769(f)**

9 57. 52. The proposed Notice meets all requirements under the Rules of Court, as it
10 advises Class Members of their rights to participate in the Settlement, how to and when to object
11 to or request exclusion from the Settlement, and the date, time, and location of the final approval
12 hearing. Class Members need not do anything to receive their *pro rata* share of the Settlement.

13 58. For the foregoing reasons, it is respectfully requested that the Court approve the
14 Settlement in all particulars.

15 I declare under penalty of perjury under the laws of California and the United States that
16 the foregoing is true and correct. Executed on July 8, 2025, at Irvine, California.

17
18 
19 _____
James R. Hawkins

EXHIBIT A

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

IT IS HEREBY STIPULATED, by and between the parties in the civil actions entitled *Christiana Sanchez v. Nationstar Mortgage, LLC*, San Diego County Superior Court Case No. 37-2022-00027997-CU-OE-CTL (hereinafter the “*Sanchez Class Action*”); *Christiana Sanchez v. Nationstar Mortgage, LLC*, San Diego County Superior Court Case No. 37-2022-00037558-CU-OE-CTL (hereinafter the “*Sanchez PAGA Action*”); and *Tanya Radogna v. Nationstar Mortgage LLC and Mr. Cooper Group Inc.*, Alameda County Superior Court Case No. 22CV016328 (hereinafter the “*Radogna PAGA Action*”), and subject to the approval of the Court (as defined below), that the Consolidated Actions (as defined below) are hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or “Stipulation”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

DEFINITIONS

1. “Class Counsel” means James R. Hawkins and Christina M. Lucio of James Hawkins, APLC and Reuben D. Nathan of Nathan & Associates, APC.
2. “Class Counsel Award” means the Court-approved attorneys’ fees for Class Counsel’s litigation and resolution of the Consolidated Actions, not to exceed thirty-five percent (35%) of the Gross Settlement Amount (as defined below), and the Court-approved costs incurred by Class Counsel in connection with the Consolidated Actions (in an amount to be determined, but currently not believed to exceed Fifty Thousand Dollars and No Cents (\$50,000.00)).
3. “Class Information” or “Class Lists” means information regarding Class Members (as defined below), PAGA Members (as defined below), and Exempt PAGA Members (as defined below) that Defendant shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator (as defined below). Class Information shall be transmitted in Microsoft Excel format and shall

include each Class Member's, PAGA Member's, and Exempt PAGA Member's: (i) full name; (ii) last known address; (iii) Social Security number; (iv) the dates of employment and/or the number of Workweeks (as defined below) worked for Defendant as a Class Member; and (v) the number of Pay Periods (as defined below) worked for Defendant as a PAGA Member (as defined below) or Exempt PAGA Member (as defined below).

4. "Class Members" or "Settlement Class" means: All individuals employed in California by Defendant in hourly, non-exempt positions during the Class Period (as defined below).

5. "Class Period" means May 26, 2021, through the date of entry of the Preliminary Approval Order (as defined below), subject to the Escalator Clause set forth in Paragraph 66, below.

6. "Class Representative Service Awards" means the Court-approved amount to be paid to Plaintiffs (as defined below) in an amount of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) each, in recognition of Plaintiffs' efforts and risks in prosecuting the Consolidated Actions.

7. "Consolidated Actions" shall mean and refer to, collectively, the *Sanchez* Class Action, the *Sanchez* PAGA Action, and the *Radogna* PAGA Action.

8. "Court" shall mean the San Diego County Superior Court.

9. "Defendant" means Nationstar Mortgage LLC. Mr. Cooper Group Inc. is named as a defendant in the *Radogna* PAGA Action but did not employ any Class Members.

10. "Defense Counsel" means Alaya B. Meyers and Gayle Lynne Gonda of Littler Mendelson, P.C.

11. "Effective Date" means the date on which the Final Order and Judgment (as defined below) entered by the Court becomes final. For purposes of this Section, the Final Order and Judgment "becomes final" only after the Court grants the Motion for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Final Order and Judgment (this time period shall not be less than sixty (60) calendar days after the Court's Order is entered); (ii) the date of affirmance

of an appeal of the Final Order and Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Final Order and Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Final Order and Judgment. It is the intention of the Parties that the Settlement shall not become effective until the Court's Final Approval and Judgment has become completely final, and no timely recourse remains for an appellant or objector to contest the Settlement.

12. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of each Individual Settlement Award (as defined below) that is designated as wages.

13. "Exempt PAGA Members" means: All individuals employed by Defendant in exempt positions in California at any time during the PAGA Period (as defined below).

14. "Final Approval Hearing" means the hearing to be conducted by the Court after preliminary approval of the Settlement and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Settlement Class and Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter the Final Order and Judgment (as defined below), and take other appropriate action.

15. "Final Order and Judgment" means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and Participating Class Members (as defined below). A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

16. "Final Report" means the report to be prepared by the Settlement Administrator (after the expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the Gross Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384. The Settlement

Administrator shall also include in the Final Report information regarding the distribution of the PAGA Payment, including the total amount that was cashed/deposited by PAGA Members and Exempt PAGA Members and the total amount of any unpaid residue or unclaimed or abandoned funds.

17. “Gross Settlement Amount” or “GSA” means the total amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative Service Awards, PAGA Payment (as defined below), and Settlement Administration Costs (as defined below). Subject to Court approval and the terms of this Stipulation of Settlement, and subject to the Escalator Clause as set forth in Paragraph 66, below, the GSA shall be One Million Dollars and No Cents (\$1,000,000.00). The Gross Settlement Amount does not include Defendant’s share of payroll taxes for the Individual Settlement Awards (as defined below), which shall be paid separately from, and in addition to, the GSA.

18. “Individual PAGA Payment” means the amount payable from the PAGA Payment to each PAGA Member or Exempt PAGA Member.

19. “Individual Settlement Award” means the amount payable from the Net Settlement Amount (as defined below) to each Participating Class Member.

20. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs.

21. “Notice of Objection” means a Class Member’s valid and timely submission of a written objection to the Settlement. The Notice of Objection should include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of

Objection or filing an appeal from the Final Order and Judgment. Non-Participating Class Members (*i.e.*, Class Members who submit valid Requests for Exclusion) may not submit a Notice of Objection to the Settlement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Notice of Objection shall be ignored, and the Request for Exclusion will be deemed controlling.

22. “Operative Complaint” means the consolidated, amended Complaint that will be filed with the Court in the *Sanchez* PAGA Action pursuant to this Settlement, and by stipulation of the Parties, combining and consolidating all factual and legal claims and Labor Code violations currently alleged, and all class and PAGA claims, collectively, in the Consolidated Actions. Upon approval by the Court of, and the filing of, the Operative Complaint, Plaintiffs shall take all necessary steps to effectuate the dismissal of the *Sanchez* Class Action and the *Radogna* PAGA Action.

23. “PAGA Members” means: All individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (as defined below).

24. “PAGA Notices” mean, collectively, (a) the May 6, 2022 letter that Radogna’s attorneys sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Radogna’s administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§2698, *et seq.*; (b) the July 15, 2022 letter that Sanchez’s attorneys sent to the LWDA pursuant to Labor Code § 2699.3(a)/(c) seeking to exhaust Sanchez’s administrative remedies under PAGA; and (c) the September 16, 2022 letter that Radogna’s attorneys sent to the LWDA pursuant to Labor Code § 2699.3(a)/(c) amending Radogna’s initial letter to the LWDA.

25. “PAGA Payment” means the amount of Seventy-Five Thousand Dollars and No Cents (\$75,000.00), subject to Court approval, to be paid from the Gross Settlement Amount for satisfaction of claims under the California Private Attorneys’ General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Pursuant to the PAGA, seventy five percent (75%) of the PAGA Payment, or Fifty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$56,250.00), will be paid to the LWDA and twenty five percent (25%), or Eighteen Thousand

Seven Hundred Fifty Dollars and No Cents (\$18,750.00), will be distributed as the Individual PAGA Payments to PAGA Members and Exempt PAGA Members.

26. “PAGA Period” means May 26, 2021, through the date of entry of the Preliminary Approval Order, subject to the Escalator Clause as set forth in Paragraph 66, below.

27. “PAGA Release” or “PAGA Released Claims” means the release by all PAGA Members (except Exempt PAGA Members) for all claims for penalties under PAGA that arise out of or relate to California Labor Code sections 200-204, 208, 210, 210(a), 216, 223, 225.5, 226, 226.3, 226.7, 233, 246(i), 246(l), 256, 510, 512, 558, 1174, 1175, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and 2810.5 as pled in the Operative Complaint and the PAGA Notices, during the PAGA Period. As to Exempt PAGA Members only, the release is only as to all claims for penalties under PAGA that arise out of or relate to California Labor Code sections 2800, 2802, and 2810. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members who are also PAGA Members who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual’s estimated share of the PAGA Payment as calculated by the Settlement Administrator, and shall not be able to object to or exclude themselves from releasing the PAGA Released Claims against Defendant.

28. “Participating Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

29. “Parties” means Plaintiffs and Defendant.

30. “Pay Periods” means, as to non-exempt employees, the number of pay periods worked by each Class Member for Defendants during the PAGA Period. For purposes of payment, a Pay Period shall be defined as any pay period in which the PAGA Member worked at least one shift. To the extent Defendant does not have information about pay periods worked readily available due to gaps in its electronic or paper time records, Defendant shall use its best available information, including extrapolations where necessary, to compute actual Pay Periods, and provide that information to the Settlement Administrator. As to

Exempt PAGA Members, because specific records of time worked do not exist, Pay Periods are the total number of pay periods during the PAGA Period in which the Exempt PAGA Member was employed.

31. “Pay Period Value” means the value of each compensable Pay Period, as determined by the formula set forth herein.

32. “Plaintiffs” mean, collectively, Christiana Sanchez (referred to herein individually as “Sanchez”) and Tanya Radogna (referred to individually herein as “Radogna”).

33. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation of Settlement. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Preliminary Approval of the Settlement.

34. “Released Claims” includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for all claims other than the PAGA Released Claims that are pled in the Operative Complaint, based on or arising out of the factual allegations therein, during the Class Period, including: (a) all claims for failure to pay minimum wages under Cal. Labor Code §§ 200, 204, 210, 216, 558, 1182, 1182.12, 1194, 1194.2(a), 1197, 1197.1, and 1198; (b) all claims for failure to pay overtime under Cal. Labor Code §§ 510, 1194, 1197, and 1198; (c) all claims for failure to provide lawful meal periods under Cal. Labor Code §§ 226.7, 512, and 1198; (d) all claims for failure to authorize and permit lawful rest periods under Cal. Labor Code § 226.7; (e) all claims for failure to timely pay wages due and payable during employment under Cal. Labor Code §§ 204, 210(a), 225.5, 226.7, 510, and 1194; (f) all claims for failure to timely pay wages owed at separation under Cal. Labor Code §§ 201-203; (g) all claims for failure to reimburse necessary business expenses under Cal. Labor Code § 2802; (h) all claims for knowing and intentional failure to comply with wage statement requirements under Cal. Labor Code §§ 226(a), 226.3, 1174, and 1175; (i) all claims for failure to keep accurate records under Cal. Labor Code §§ 1174, 1175, and 1198; (j)

all claims for failure to pay sick leave at the proper rate under Cal. Labor Code §§ 233, 246(i), and 246(l); (k) liquidated damages; (l) interest; (m) attorneys' fees; and (n) attorneys' costs.

35. "Released Parties" means Defendant and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, partners, shareholders, attorneys and agents and any other successors, assigns, or legal representatives. The Released Parties include, but are not limited to, Mr. Cooper Group Inc.

36. "Request for Exclusion" means a written statement submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must be in writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address and/or facsimile number provided by the Settlement Administrator for such return; and (v) be e-mailed, faxed, or postmarked on or before the Response Deadline (as defined below). The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object, appeal, or comment on the Settlement, but will remain as a PAGA Member and will receive an Individual PAGA Payment for the PAGA Released Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of all Class Members who submitted a timely and valid Request for Exclusion.

37. "Response Deadline" means the deadline by which Class Members must e-mail, fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection or

Workweek Dispute (as defined below). The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defense Counsel. Under no circumstances, however, will the Settlement Administrator have the unilateral authority to extend the deadline for Class Members to submit a Request for Exclusion, objection, or Workweek Dispute to the Settlement.

38. “Settlement Administrator” or “Administrator” means CPT Group, Inc., the third-party settlement administrator agreed to by the Parties, to be approved by the Court, for purposes of administering this Settlement. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

39. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Amount, not to exceed Seventeen Thousand Seven Hundred Fifty Dollars and No Cents (\$17,750.00), including, but not limited to: (i) maintaining a website with information about the Settlement and relevant documents (including, but not limited to, the Settlement Agreement, the Operative Complaint, and the Court’s Preliminary Approval Order); (ii) printing, mailing and re-mailing (if necessary) of the Settlement Notice (as defined below) to Class Members; (iii) preparing and submitting to Class Members, PAGA Members, Exempt PAGA Members, and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Awards, Individual PAGA Payments, the Class Representative Service Awards, and the Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (viii) printing, mailing, and re-mailing (if necessary) of the

separate Settlement Notice to Exempt PAGA Members Only (as defined below) to Exempt PAGA Members; and (ix) transmitting uncashed Individual Settlement Award and/or Individual PAGA Payment checks to the California State Controller's Office Unclaimed Property Fund, as described further herein.

40. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (i) information regarding the nature of the Consolidated Actions; (ii) a summary of the Settlement's principal terms; (iii) the Class definitions; (iv) the total number of Workweeks the respective Class Member worked for Defendant (according to Defendant's best available records, and as further set forth in the definition of "Workweeks" herein); (v) the Class Member's estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the Consolidated Actions.

41. "Settlement Notice to Exempt PAGA Members Only" means the Notice of PAGA Settlement, substantially in the form attached as **Exhibit 2** (hereinafter referred to as the "Exhibit 2 Notice") which shall be subject to Court approval and which the Settlement Administrator shall mail (a) to Exempt PAGA Members (b) after Final Approval of the Settlement. Exempt PAGA Members shall not receive a Settlement Notice.

42. "Workweeks" means the number of Workweeks worked by each Class Member for Defendant as a non-exempt employee during the Class Period. For purposes of payment, a Workweek shall be defined as any workweek in which the Class Member worked at least one shift. To the extent Defendant does not have information about weeks worked readily available due to gaps in their electronic or paper time records, Defendant shall use its best available information, including extrapolations where necessary, to compute actual Workweeks, and provide that information to the Settlement Administrator.

43. "Workweek Dispute" means a written statement that a Class Member disputes

the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such Workweek Dispute must be e-mailed, faxed, or mailed to the Settlement Administrator by the Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class Lists and the number of Workweeks for each Class Member as defined herein will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as appropriate. If the Workweek Dispute cannot be resolved by the Settlement Administrator, then it shall be resolved by the Court.

44. "Workweek Value" means the value of each compensable Workweek, as determined by the formula set forth herein.

RECITALS

45. Procedural History.

a. On May 6, 2022, Radogna, through her attorneys, submitted a letter to the LWDA for the purpose of complying with California Labor Code § 2699.3's notice requirement.

b. On July 15, 2022, Sanchez, through her attorneys, submitted a letter to the LWDA for the purposes of complying with California Labor Code § 2699.3's notice requirement.

c. On July 15, 2022, Sanchez, through her attorneys, filed the *Sanchez* Class Action.

d. On August 17, 2022, Radogna, through her attorneys, filed the *Radogna* PAGA Action.

e. On September 16, 2022, Radogna, through her attorneys, submitted an amended letter to the LWDA for purposes of complying with California Labor Code § 2699.3's notice requirement.

f. On September 20, 2022, Sanchez, through her attorneys, filed the *Sanchez* PAGA Action.

g. On September 20, 2024, the Parties participated in a full-day mediation with Deborah Saxe, Esq. The Parties did not resolve the case at mediation.

h. After subsequent discussions by and between the Parties and Ms. Saxe, Ms. Saxe issued a proposed term sheet that the Parties subsequently accepted and signed effective March 13, 2025, memorializing their agreement to resolve the Consolidated Actions.

46. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs' disputes in the Consolidated Actions through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Consolidated Actions, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution, and other relief sought in the Consolidated Actions. Plaintiffs and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class Members.

47. Defendant's Reasons for Settlement. Defendant has concluded that further defense of the Consolidated Actions would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement.

Defendant contends it is not liable for any of the claims alleged by Plaintiffs in the Consolidated Actions and denies any liability whatsoever. Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in the Consolidated Actions. Defendant has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Consolidated Actions. Defendant contends that it has complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendant retains all rights to defend itself in this matter and to take any actions in defense of itself that are available to it.

CLASS CERTIFICATION

48. Solely for purposes of settling the Consolidated Actions, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that:

- a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;
- b. There are common questions of law and fact;
- c. Plaintiffs' claims are typical of the claims of the Class Members;
- d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members;
- e. The prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and
- f. Questions of law and fact common to the Class Members predominate

over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

49. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

50. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members, PAGA Members, and Exempt PAGA Members, subject to the terms and conditions hereof and the Court's approval.

51. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Participating Class Members, PAGA Members, and Exempt PAGA Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, Exempt PAGA Members, and PAGA Members, as well as Class Counsel, understand and agree that they shall be solely and legally responsible for the payment of all applicable taxes and penalties assessed on the payments specified herein.

52. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (I) NO PROVISION OF THIS STIPULATION OF SETTLEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (II) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

ADVICE) IN CONNECTION WITH THIS STIPULATION OF SETTLEMENT, (B) HAS NOT ENTERED INTO THIS STIPULATION OF SETTLEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS STIPULATION OF SETTLEMENT.

53. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiffs' motion for preliminary approval to take place at a time mutually agreed to by the Parties so that the Parties may request provisional certification of the Settlement Class for settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiffs shall provide Defense Counsel with a reasonable opportunity to review and provide comments on the moving papers prior to Plaintiffs submitting the motion for preliminary approval to the Court.

54. Release by All Participating Class Members. All Participating Class Members, including Plaintiffs, shall be deemed to have released their respective Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount and the Employer's Share of Payroll Taxes is made by Defendant. Plaintiffs and Class Members who do not submit a Request for Exclusion as set forth above will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Class Period. Each

Participating Class Member (*i.e.*, each Class Member who has not submitted a valid Request for Exclusion) fully releases and discharges the Released Parties as to all Released Claims during the Class Period.

55. PAGA Release by Plaintiffs, PAGA Members, Exempt PAGA Members, and State of California. Plaintiffs, PAGA Members, Exempt PAGA Members, and the State of California shall be deemed to have released their respective PAGA Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount and the Employer's Share of Payroll Taxes is made by Defendant. It is understood that PAGA Members and Exempt PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Release. Further, all PAGA Members and Exempt PAGA Members are bound by the PAGA Release regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

56. Additional Release and Waiver of Claims by Plaintiffs. In addition to the releases of Released Claims and PAGA Released Claims against the Released Parties, as set forth above, Plaintiffs, in their individual capacities, agree to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to their employment with Defendant and their compensation while an employee of Defendant ("Plaintiffs' Released Claims"). Plaintiffs enter into this general release of any and all claims against Defendant and the Released Parties. Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. To effect a full and complete general release as described above, Plaintiffs expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Stipulation is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Stipulation, and that this Stipulation contemplates the extinguishment of any such claims. Plaintiffs warrant that they have read this Stipulation, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Stipulation and specifically about the waiver of section 1542, and that Plaintiffs understand this Stipulation and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Stipulation. Plaintiffs further acknowledges that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Stipulation, and even so Plaintiffs agree that the releases and agreements contained in this Stipulation shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Stipulation or with regard to any facts now unknown to Plaintiffs relating thereto.

57. Settlement Administration.

a. Within twenty-one (21) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List for purposes of mailing the Settlement Notices to Class Members and, following Final Approval, the mailing of the Exhibit 2 Notices. The Settlement Administrator shall not be permitted to

share any Class Information included in the Class List with Plaintiffs or Class Counsel absent express approval by Defense Counsel.

i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within seven (7) calendar days after receiving the Class List from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, PAGA Member, and Exempt PAGA Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member, PAGA Member, and Exempt PAGA Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members, PAGA Members, and Exempt PAGA Members and fully complies with due process.

ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended

recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iii. Undeliverable Settlement Notice to Exempt PAGA Members Only.

Any Exhibit 2 Notice returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the returned Exhibit 2 Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Exempt PAGA Member involved, and shall then perform a re-mailing to the Exempt PAGA Member whose Exhibit 2 Notice was returned as non-deliverable within five (5) calendar days of receipt of the returned Exhibit 2 Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. If these procedures are followed, notice as to the Exempt PAGA Members shall be deemed to have been fully satisfied, and if the intended recipient of the Exhibit 2 Notice does not receive the Exhibit 2 Notice and payment, the intended recipient shall nevertheless remain an Exempt PAGA Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iv. Determination of Individual Settlement Awards and Individual PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of this Stipulation of Settlement, based on the Workweek and Pay Period information as provided by Defendant and defined above. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award and Individual PAGA Payment shall be binding upon the Class Members and the Parties; however, it is subject to Court review as appropriate.

v. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement, in consultation with Class Counsel and Defense Counsel, shall be resolved by the Court.

b. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies

allocated under the Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

c. Certification Reports Regarding Individual Settlement Award Calculations.

The Settlement Administrator will provide Defense counsel and Class Counsel a weekly status report which reports: (i) the number of Class Members who have submitted valid Requests for Exclusion or objections; and (ii) whether any Class Member has submitted a challenge to any information contained in their Settlement Notice, including but not limited to the number of Class Members from the Settlement Class who have submitted a dispute of Workweeks. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this Settlement.

58. Funding and Allocation of Gross Settlement Amount. The Gross Settlement Amount and the Employer's Share of Payroll Taxes shall be paid by Defendant in one lump sum payment within thirty (30) calendar days of the Effective Date. Defendant shall provide the Gross Settlement Amount and the Employer's Share of Payroll Taxes to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, or if the Effective Date does not occur, then no portion of the Gross Settlement Amount shall be paid.

a. Payments to the Class Members. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue. The Settlement Administrator shall first compute the Net Settlement Amount by deducting from the Gross Settlement Amount approved by the Court for the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, enhancement payments or settlement administration costs, the Net Settlement Amount will

increase accordingly, by the difference between the requested amount and the amount awarded by the Court.

i. Individual Settlement Award: From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the total number of Workweeks, resulting in the Workweek Value; and then multiplying the Workweek Value by the number of Workweeks worked by each Class Member, as defined above. As necessary, and to the extent not already provided by Defendant, the Settlement Administrator will calculate the number of Workweeks worked by the Class Members during the Class Period. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel and/or Defense Counsel, as appropriate, and subject to review by the Court as needed.

ii. Individual PAGA Payment: The Settlement Administrator will calculate each PAGA Member's and Exempt PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to PAGA Members, and Exempt PAGA Members by the total number of Pay Periods for all PAGA Members and Exempt PAGA Members, resulting in the Pay Period Value; and then multiplying the Pay Period Value by the number of Pay Periods worked by each PAGA Member and Exempt PAGA Member, as defined above. As necessary, and to the extent not already provided by Defendant, the Settlement Administrator will calculate the number of Pay Periods worked by the PAGA Members and Exempt PAGA Members during the PAGA Period.

iii. Individual Settlement Award and Individual PAGA Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member, PAGA Member, and Exempt PAGA Member's last known mailing address within ten (10) calendar days after Defendant provides the Settlement Administrator with the Gross Settlement Amount. The Individual PAGA Payments to Exempt PAGA Members shall be mailed with the Exhibit 2 Notices.

iv. Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Award of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves the Class Representative Service Awards in amounts less than those requested by Plaintiffs, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less than that requested by Plaintiffs, as detailed herein; and/or (iv) the Court approves Settlement Administration Costs in an amount less than that requested by Plaintiffs, as detailed herein.

v. Individual Settlement Award payments and Individual PAGA Payments shall be made by check and shall be made payable to each Participating Class Member, PAGA Member, and Exempt PAGA Member as set forth in this Stipulation of Settlement.

vi. Individual Settlement Awards shall be allocated as follows: twenty percent (20%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of each Individual Settlement Award payment allocated as alleged unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member, PAGA Member, and Exempt PAGA Member for the portion of each Individual Settlement Award and for the Individual PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

vii. After the expiration of the 180-day period to cash/deposit the Individual Settlement Award checks, the Settlement Administrator will prepare the Final Report

regarding the distribution of the Gross Settlement Amount as detailed above. The total amount of any uncashed settlement checks will be transmitted to the California State Controller's Office Unclaimed Property Fund, in the name of the individual.

viii. In the event a Participating Class Member, PAGA Member, or Exempt PAGA Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment check, the Participating Class Member, PAGA Member, or Exempt PAGA Member shall nevertheless remain bound by the Settlement.

ix. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the periods covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards and/or and Individual PAGA Payments.

59. Non-Monetary Relief. As part of the Settlement of the Consolidated Actions, and as additional, non-monetary consideration therefor, Defendant has agreed to undertake, with the assistance and direction of their counsel, a review of their wage and hour practices and policies, and to make any appropriate revisions of those practices and policies.

60. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Seventeen Thousand Seven Hundred Fifty Dollars and No Cents (\$17,750.00), shall be paid from the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall provide

the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

61. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's liability with respect to the Class Members and PAGA Members, except that Defendant shall solely be responsible for the Employer's Share of Payroll Taxes and these taxes shall be paid by Defendant in addition to the GSA. Upon the transfer of the Gross Settlement Amount and the employer portion of payroll taxes on the portion of the Individual Settlement Awards that constitutes wages, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

62. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the Court to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Award. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and

cooperatively to have this Settlement presented to the Court for final approval.

63. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement to the Court in support of Plaintiffs' motion for preliminary approval of the Settlement and determination by the Court as to its fairness, adequacy, and reasonableness. As part of Plaintiffs' motion for preliminary approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

- a. Certifying the Settlement Class for settlement purposes only;
- b. Approving, as to form and content, the proposed Settlement Notice and Settlement Notice to Exempt PAGA Members Only (the "Exhibit 2 Notice");
- c. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- f. Setting a Final Approval Hearing.

64. Duties of the Parties Following Final Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Service Awards payments to Plaintiffs;
- d. Setting a date when the Parties shall submit the Final Report regarding the distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if necessary a date for a final accounting hearing following its receipt of the

Final Report;

e. Entering judgment in this Action barring and enjoining all members of the Settlement Class from prosecuting against any of the Released Parties, any individual or class, or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

65. Revocation of Settlement by Defendant. If more than five percent (5%) of Class Members opt-out of the Settlement, then Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Settlement Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred to that point.

66. Escalator Clause. For purposes of this Settlement, Defendant estimated that there were 67,931 Workweeks between the start of the Class Period and the date of mediation (September 20, 2024). If it is determined that the number of Workweeks during the Class Period exceeds that number by more than ten percent (10%), *i.e.*, exceeds 74,724 Workweeks, then Defendant may elect to either (a) end the Class Period on the date on which the number of Workweeks reached 74,724, or (b) increase the GSA on a *pro rata* basis by any increase after that trigger threshold (*i.e.*, a 14% increase in Workweeks would result in a 4% increase in the GSA, and so forth).

67. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not

become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Consolidated Actions, and shall not be used in any other civil, criminal or administrative action against Defendant or any of the other Released Parties. Additionally, should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, and any Settlement Administration Costs already incurred by the Settlement Administrator shall be split evenly between the Parties. The Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been executed. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement agreement are upheld.

68. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing this Settlement Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

69. Waiver of Certain Appeals. Either party may appeal any Court order that materially alters the Agreement's terms. Additionally, nothing in this Settlement shall prevent Plaintiffs from appealing a Court order denying or failing to grant their requests for the Class Counsel Award or the Class Representative Service Awards.

70. No Admission by Defendant. Defendant denies all claims alleged in the Consolidated Actions and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an

admission or indication with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. Defendant further contends that the *Sanchez* Class Action, and the Operative Complaint, cannot be maintained as a class action lawsuit because all Class Members have signed binding arbitration agreements with class action waivers. Thus, the Parties stipulate and agree to the certification of the proposed classes for settlement purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of this Stipulation.

71. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

73. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

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

75. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements, including but not limited to the previously executed term sheet, may be deemed binding on the Parties.

76. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Stipulation on behalf of the Defendant represent and warrant that they are authorized to sign this Stipulation on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

77. Confidentiality. The Parties and their counsel 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 fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any

websites maintained by Class Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing this Stipulation to the Court in connection with the Parties' efforts to seek Court approval of this Settlement.

78. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

79. California Law Governs. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

80. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

81. This Settlement is Fair, Adequate, and Reasonable. Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the Consolidated Actions and Plaintiffs have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

82. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

83. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the

Stipulation of Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

84. Continuing Validity of Arbitration Agreements. The Parties have agreed to settle the Consolidated Actions in Court, including Released Claims, for the mutual benefit of the Parties and Class Members. This Agreement, the settlement process (including, but not limited to, motions, correspondence, communications, and filings) and proceedings and anything related to them shall have no impact on any individual arbitration agreements between Defendant and any of Defendant's employees, regardless of whether they are Class Members, PAGA Members, or Exempt PAGA Members. The submission of Released Claims to the Court is solely for the purposes of settlement and shall not be deemed as an invalidation, waiver, or avoidance of the arbitration agreements, and shall have no negative impact on their continued validity. By failing to request exclusion by serving a valid and timely Request for Exclusion, each Class Member will be deemed to have agreed to the provisions of this Paragraph.

85. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below.

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Dated: 5/23/2025

DocuSigned by:
Christiana Sanchez
EE73F1C0ECCA4B2...
Plaintiff Christiana Sanchez

Dated: _____

Plaintiff Tanya Radogna

NATIONSTAR MORTGAGE LLC

Dated: _____

By: _____
Its: _____

Dated: _____

Plaintiff Christiana Sanchez

Dated: 5/30/25

Plaintiff Tanya Radogna

NATIONSTAR MORTGAGE LLC

Dated: _____

By: _____
Its: _____

Dated: _____

Plaintiff Christiana Sanchez

Dated: _____

Plaintiff Tanya Radogna

NATIONSTAR MORTGAGE LLC

Dated: 6/25/25


By: Michael Weinbach
Its: President

APPROVED AS TO FORM ONLY

Dated: 05/23/2025

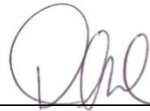
JAMES HAWKINS, APLC



James R. Hawkins
Christina M. Lucio
Attorneys for Plaintiff Christiana Sanchez

Dated: 06/02/2025

NATHAN & ASSOCIATES, APC



Reuben D. Nathan
Attorneys for Plaintiff Tanya Radogna

Dated: June 25, 2025

LITTLER MENDELSON, P.C.



Alaya B. Meyers
Gayle Lynne Gonda
Attorneys for Defendant Nationstar Mortgage LLC

4910-8742-0213.1 / 068901.1174

EXHIBIT B

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Christiana Sanchez and Tanya Radogna v. Nationstar Mortgage LLC
Superior Court of California – County of San Diego
Case No. 37-2022-00037558-CU-OE-CTL

IF YOU WERE AN HOURLY, NON-EXEMPT EMPLOYEE OF NATIONSTAR MORTGAGE LLC IN CALIFORNIA FROM MAY 26, 2021 THROUGH [DATE], THEN YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT.

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.</u> ¹
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a payment under the Settlement.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page 2
2.	What Is the Class Action Settlement?.....	Page 2
3.	What Is the Case About?.....	Page 2
4.	How Much Can I Expect to Receive?.....	Page 3
5.	Why Did Nationstar Join in This Notice?.....	Page 3
6.	Who Is the Plaintiff in This Class Action?	Page 3
7.	Who Are the Attorneys Representing the Parties?	Page 3
8.	What Are My Rights? How Will My Rights Be Affected?	Page 4
9.	How Will the Attorneys for the Classes Be Paid?	Page 5

¹ Regardless of whether you exclude yourself from the Settlement of the class claims, you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 (“PAGA”).

1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The “Settlement Class” or “Class Members” consists of all individuals employed in California by Nationstar Mortgage LLC (“Nationstar”) in hourly, non-exempt positions during the Class Period (defined as May 26, 2021 through [date]).

This Notice tells you of your rights to participate in, and share in, the Settlement. There was a Preliminary Approval hearing on XXX XX, 2025, at [redacted] a.m./p.m., in the San Diego County Superior Court. Judge Wohlfeil determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Wohlfeil also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [redacted], 2026, at [redacted] a.m./p.m. in Department C-73, of the San Diego County Superior Court, Hall of Justice, located at 330 W. Broadway Street, San Diego, CA 92101. The Final Approval Hearing may be continued to another date without further notice.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Case About?*

Plaintiffs Christiana Sanchez and Tanya Radogna, who are also acting as the Class Representatives (“Plaintiffs”), allege that Nationstar violated the California Labor Code by: (1) failing to pay all minimum wages; (2) failing to pay all overtime wages; (3) failing to provide meal periods and pay missed meal period premiums; (4) failing to authorize and permit rest periods and pay missed rest period premiums; (5) failing to timely pay all wages due and owing during employment; (6) failing to timely pay all wages due and owing at the time of separation; (7) failing to reimburse necessary business expenses; (8) failing to comply with wage statement requirements; (9) failing to keep accurate records; and (10) failure to pay sick leave at the proper rate of pay. Plaintiffs also seek civil penalties under PAGA, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) related only to the above Released Claims.

Nationstar denies the allegations raised in the lawsuit. Nationstar believes that it has no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory.

After a mediation session with a neutral mediator, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Nationstar has decided to settle because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Nationstar does not admit, concede, or imply that it has done anything wrong or unlawful – and, in fact, Nationstar expressly denies that it has engaged in any wrongdoing.

4. *How Much Can I Expect to Receive?*

Nationstar will pay a total sum of \$1,000,000.00 (“Gross Settlement Amount”), which includes all settlement payments to Class Members, attorneys’ fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representatives’ payments.

Each Participating Class Member, as defined in the Settlement Agreement, will receive approximately \$ [REDACTED] for each Workweek worked in the Class Period. “Workweek” is defined in the Settlement as any week in which you worked at least one shift. To the extent Nationstar does not have information about weeks worked readily available due to gaps in its electronic or paper time records, Nationstar has used its best available information, including payroll data and extrapolations where necessary, to compute the Workweeks.

Class Members: Nationstar’s records indicate that you worked approximately [REDACTED] Workweeks as a Class Member during the Class Period. Based on these records, your estimated payment as a Participating Class Member would be \$ [REDACTED].

PAGA Members: Nationstar’s records indicate that you worked approximately [REDACTED] Pay Periods as a PAGA Member during the PAGA Period. Based on these records, your estimated payment as a Participating PAGA Member would be \$ [REDACTED].

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Nationstar Join in This Notice?*

Nationstar does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Nationstar is settling the lawsuit as a compromise. Nationstar reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit, and you can also obtain more information from the Settlement Administrator’s website.

6. *Who Is the Plaintiff in This Class Action?*

Christiana Sanchez and Tanya Radogna are the Plaintiffs and Class Representatives in this Class Action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class.

7. *Who Are the Attorneys Representing the Parties?*

Class Counsel

James R. Hawkins
Christina M. Lucio
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200

Reuben D. Nathan
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Suite 200
Newport Beach, CA 92663
Telephone: (949) 270-2798

Nationstar's Counsel

Alaya B. Meyers
Gayle Lynne Gonda
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
Telephone: (949) 705-3000

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel listed immediately above, who have been appointed and approved by the Court for Settlement purposes only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt-out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of Workweeks you worked for Nationstar during the Class Period (as described above). Your individual settlement payment as a Class Member will be based on that number. If you believe the Workweek information on this Notice is correct, then you do not need to take any further action to receive your Settlement payment.

If you believe the Workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed Workweeks are not correct. The workweek dispute must be e-mailed, mailed, or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than , 2025. You should submit to the Settlement Administrator documentation to support the number of Workweeks you believe you worked during the Class Period. If there is a dispute about the Workweeks you worked, the Settlement Administrator, together with the Parties, will attempt to resolve the dispute. Any unresolved Workweek Disputes shall be decided by the Court.

If you are a current employee of Nationstar, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment, and Nationstar will not retaliate against you in any way for choosing or refusing to participate in the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you may submit a written Objection stating why you object to the Settlement. A written Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. A written Objection must be e-mailed, mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than [REDACTED], 2025. Late written Objections will not be considered.

You may instead, if you wish, appear at the Final Approval Hearing and discuss your objections with the Court and the Parties, regardless of whether you submitted an objection in writing. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting-Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator via e-mail, mail or fax to the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out request must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out request must also clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out request must be e-mailed, faxed or postmarked no later than [REDACTED], 2025. Late Opt-Out requests will not be considered.

If you timely submit a complete and valid Opt-Out request, you will no longer be a member of the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Nationstar. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and who were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, all Class Members (other than those who submit a valid opt-out/request for exclusion), will release all claims against Nationstar within the definition of "Released Claims," as set forth in the parties' Settlement Agreement. Released Claims includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for all claims other than the PAGA Released Claims that are pled in the Operative Complaint, based on or arising out of the factual allegations therein, during the Class Period, including: (a) all claims for failure to pay minimum wages under Cal. Labor Code §§ 200, 204, 210, 216, 558, 1182, 1182.12, 1194, 1194.2(a), 1197, 1197.1, and 1198; (b) all claims for failure to pay overtime under Cal. Labor Code §§ 510, 1194, 1197, and 1198; (c) all claims for failure to provide lawful meal periods under Cal. Labor Code §§ 226.7, 512, and 1198; (d) all claims for failure to authorize and permit lawful

rest periods under Cal. Labor Code § 226.7; (e) all claims for failure to timely pay wages due and payable during employment under Cal. Labor Code §§ 204, 210(a), 225.5, 226.7, 510, and 1194 (f) all claims for failure to timely pay wages owed at separation under Cal. Labor Code §§ 201-203; (g) all claims for failure to reimburse necessary business expenses under Cal. Labor Code § 2802; (h) all claims for knowing and intentional failure to comply with wage statement requirements under Cal. Labor Code §§ 226(a), 226.3, 1174, and 1175; (i) all claims for failure to keep accurate records under Cal. Labor Code §§ 1174, 1175, and 1198; (j) all claims for failure to pay sick leave at the proper rate under Cal. Labor Code §§ 233, 246(i), and 246(l); (k) liquidated damages; (l) interest; (m) attorneys' fees; and (n) attorneys' costs.

Additionally, all PAGA Members will release all claims under PAGA, defined as the "PAGA Released Claims," which means the release by all PAGA Members for all claims for PAGA that arise out of or relate to California Labor Code sections 200-204, 208, 210, 210(a), 216, 223, 225.5, 226, 226.3, 226.7, 233, 246(i), 246(l), 256, 510, 512, 558, 1174, 1175, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and 2810.5.

9. *How Will the Attorneys for the Classes Be Paid?*

The attorneys for Plaintiffs and the Class Members will be paid from the Gross Settlement Amount. The attorneys are seeking a fee of \$ [REDACTED] as well as reimbursement of their costs, in an amount up to \$50,000.00. Plaintiffs are also seeking Class Representative Service Awards of \$7,500.00 each from the Settlement for their service as a Class Representative. Likewise, the Parties agreed that \$75,000.00 will be allocated to settle the PAGA claim, with \$56,250.00 to be paid to the LWDA, and the remaining \$18,750.00 to be distributed to the Participating PAGA Members² based upon their proportionate Pay Periods during the PAGA Period. The Settlement Administrator estimates that the cost of administration will not exceed \$ [REDACTED]. All of these amounts are to be deducted from the Gross Settlement Amount, with the remainder available for distributions to Participating Class Members, Participating PAGA Members and PAGA Members.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel; call the Settlement Administrator at the telephone number listed below, toll free; or visit the Settlement Administrator's website, [insert website information], which will include key legal documents including the Settlement Agreement and the Court's order granting Preliminary Approval of the Settlement.

[ADDRESS]

[PHONE NUMBER]

[WEBSITE]

PLEASE DO NOT CONTACT OR TELEPHONE THE COURT, NATIONSTAR OR ITS EMPLOYEES, OR NATIONSTAR'S COUNSEL FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the San Diego County Superior Court, the Honorable Joel R. Wohlfeil.

² Participating PAGA Members include exempt employees, who are not part of the Class Action lawsuit, but whom will be receiving payment under PAGA for failure to reimburse expense claims only.

EXHIBIT C

NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT (“PAGA”) SETTLEMENT

Christiana Sanchez and Tanya Radogna v. Nationstar Mortgage LLC
Superior Court of California – County of San Diego
Case No. 37-2022-00037558-CU-OE-CTL

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING MONEY IN CONNECTION WITH A COURT-APPROVED SETTLEMENT. THIS NOTICE EXPLAINS WHY YOU ARE RECEIVING MONEY AND HOW IT AFFECTS YOUR RIGHTS.

TO: All individuals who worked as an exempt employee of Nationstar Mortgage LLC from May 26, 2021 through [date].

BASIC INFORMATION

1. What is this settlement about?

The above-referenced lawsuit alleges, as to exempt employees, that Nationstar Mortgage LLC (“Nationstar”) failed to reimburse employees for business expenses. Nationstar denies these allegations, and denies that it owes any penalties. The Court has not made a ruling on the merits of the case.

2. Why is this a representative action?

In a representative action, one or more persons called a Representative Plaintiff (in this case Christiana Sanchez and Tanya Radogna) sues on behalf of certain current or former employees who appear to have similar claims. All such individuals are referred to as the “Aggrieved Employees.” A court resolves the issues on behalf of all Aggrieved Employees.

3. Why is there a settlement?

The Court hearing this case did not decide in favor of the Representative Plaintiffs or the Aggrieved Employees or Nationstar. Instead, the Representative Plaintiffs and Nationstar agreed to a settlement. That way, they can avoid the cost of a trial and the Aggrieved Employees can receive compensation. The Representative Plaintiffs and their lawyers think that the settlement is in the best interests of the Aggrieved Employees. Nationstar denies that it engaged in any wrongdoing, but agreed to this settlement for various reasons, including to avoid the costs of protracted litigation.

WHO IS IN THE SETTLEMENT?

4. Why am I part of the settlement?

You are part of the settlement, and an Aggrieved Employee, if you meet the above definition – that is, if

you worked as an exempt employee of Nationstar from May 26, 2021 through [date] (the “PAGA Period”).

THE SETTLEMENT BENEFITS – WHAT YOU ARE RECEIVING AND WHY

5. What does the settlement provide and how was my payment calculated?

The resolution of these claims is part of a broader class action and PAGA settlement that is primarily brought on behalf of non-exempt employees. Out of that settlement, \$75,000 has been designated to resolve PAGA representative claims, to be divided between you and the non-exempt employees. Of that amount, seventy-five (75%) is payable to the Labor and Workforce Development Agency (“LWDA”), as required under the law.

Your share of this settlement will be allocated based upon the number of pay periods you worked for Nationstar as an exempt employee during the PAGA Period, divided by the total number of pay periods for all exempt and non-exempt employees.

Based on Nationstar’s records, it was determined that you worked [] pay periods during the PAGA Period as an exempt employee, and you are therefore entitled to receive [\$] from this settlement. **A check for that amount is enclosed with this Notice.**

6. What am I giving due to my payment?

You are automatically part of the settlement, which means that you are releasing all claims for civil penalties under PAGA that arise out of or relate to California Labor Code sections 2800, 2802, and 2810.

YOUR RIGHTS AND OPTIONS AND MORE INFORMATION

7. Can I exclude myself from this settlement?

No. Because this is a settlement of PAGA claims, you do not have a statutory right to exclude yourself from the settlement.

8. How do I get more information?

This Notice is just a summary of the proposed settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement that the Court has reviewed and approved. You can get a copy of that document by contacting the Settlement Administrator or Plaintiffs’ Counsel.

Contacting the Settlement Administrator:

CPT Group, Inc.

[Address/Contact Information]

Contacting Plaintiffs’ Counsel:

James R. Hawkins
Christina M. Lucio
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200

Reuben D. Nathan
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Suite 200

Newport Beach, CA 92663
Telephone: (949) 270-2798

**DO NOT ADDRESS ANY QUESTIONS ABOUT THIS SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE.**

EXHIBIT D



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

 Sanchez – Lo...ully signed.pdf

Other Attachment (if any)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

Irma Ceja

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, July 7, 2025 12:43 PM
To: Irma Ceja
Subject: Thank you for your Other Response or Document Submission

07/07/2025 12:42:43 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm