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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

MARJAN WARMILEE, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

LENDBUZZ FUNDING, LLC;
LENDBUZZ INC.; DOES 1 to 20,
inclusive,

Defendants.

Case No. 34-2022-00328422

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF OF
HERSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANTS**

THE PARTIES STIPULATE AND AGREE as follows:

2. Plaintiff's Complaint alleges that Plaintiff and the putative class members were improperly classified as exempt, and asserts causes of action for violation of California Business and Professions Codes section 17200, *et seq.*, failure to provide accurate wage statements, failure to pay minimum wages for all hours worked, failure to provide meal periods, failure to provide rest breaks, failure to pay final wages, failure to keep requisite payroll records, failure to pay overtime, failure to reimburse business expenses, and PAGA, on behalf of Class Members from October 14, 2018 through the date this case is certified as a class. Plaintiff's Complaint seeks recovery of alleged damages, interest, and attorneys' fees and costs. Defendants filed an answer to the Complaint denying the allegations, denying that Plaintiff and the Class Members are entitled to any recovery, and asserting

1 affirmative defenses in response to Plaintiff's claims. The term "Action" means this putative class
2 action pending in Sacramento County Superior Court. The class period is from October 14, 2018
3 through the date July 16, 2023 ("Class Period").

4 3. Plaintiff has not filed a motion for class certification in this action, nor has a date been
5 set by the Court for the filing of such a motion.

6 4. This Action has been actively litigated. There have been on-going investigations, and
7 there has been an exchange of extensive documentation and information.

8 5. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
9 consist of all credit analysts and loan officers employed by Defendants in California at any time
10 between October 14, 2018, through July 16, 2023 ("Class Period"). Defendants have represented that
11 there are approximately 27 class members. (the "Settlement Class" or the "Class Members").

12 6. The Settlement Class shall not include any person who previously settled or released
13 any of the claims covered by this Settlement, or any person who previously was paid or received
14 awards through civil or administrative actions for the claims covered by this Settlement.

15 7. Solely for the purpose of settling this case, the Parties stipulate and agree that the
16 requisites for establishing class certification with respect to the Settlement Class have been met and
17 are met. More specifically, the Parties stipulate and agree that:

18 a. The Settlement Class is ascertainable and so numerous as to make it
19 impracticable to join all Class Members.

20 b. There are common questions of law and fact including, but not limited to, the
21 following:
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1 i. Whether Defendants complied with applicable laws affecting Plaintiff
2 and the Settlement Class under the California Labor Code and the Wage Orders of the California
3 Industrial Welfare Commission; and

4 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
5 penalties, interest, and attorneys' fees and costs.

6 c. Plaintiff believes Plaintiff's claims are typical of the claims of the members
7 of the Settlement Class.

8 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
9 the Settlement Class, and that Plaintiff's counsel Timothy B. Del Castillo and Kent L. Bradbury of
10 Castle Law: California Employment Counsel, PC should be "Class Counsel," and will fairly and
11 adequately protect the interests of the Settlement Class.

12 e. Plaintiff believes the prosecution of separate actions by individual members
13 of the Settlement Class would create the risk of inconsistent or varying adjudications, which would
14 establish incompatible standards of conduct.

15 f. With respect to the Settlement Class, Plaintiff believes that questions of law
16 and fact common to the members of the Settlement Class predominate over any questions affecting
17 any individual member in such Class, and a class action is superior to other available means for the
18 fair and efficient adjudication of the controversy.

19 8. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
20 the claims alleged in the Action, and further denies that, for any purpose other than settling this
21 Action, this Action is appropriate for class or representative treatment. With respect to Plaintiff's
22 claims, Defendants contend, among other things, that they have complied with all applicable state,
23 federal and local laws affecting Plaintiff and the Settlement Class.

1 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
2 discharge all disputes and claims arising from or related to the Action. To achieve a full and
3 complete release of Defendants, each Class Member acknowledges that this Stipulation of
4 Settlement is intended to include in its effect any and all claims under state, federal and local law
5 that were or could have been asserted based on the facts and allegations made in the Action, and any
6 amendments thereto.

7 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
8 full and complete settlement and release of all claims arising from the allegations of this class action
9 case, which release includes in its effect (i) Defendants; (ii) each of Defendants' past, present, and
10 future direct and indirect parents; (iii) the respective past, present, and future direct and indirect
11 subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
12 directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
13 agents, consultants, representatives, administrators, fiduciaries, benefit plans, insurers, transferees,
14 predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which
15 could be jointly liable with any of the foregoing. The groups described in this paragraph 10(i)-(v)
16 are collectively referred to as the "Released Parties".

17 11. Counsel for the Settlement Class have conducted a thorough investigation into the
18 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
19 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the
20 opinion that the Settlement with Defendants for the consideration and on the terms set forth in this
21 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement
22 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
23 the Settlement Class will not be certified by the Court, defenses asserted by Defendants and
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1 numerous potential appellate issues. Defendants and Defendants' counsel also agree that the
2 Settlement is fair and in the best interest of the Parties.

3 12. The Parties agree to cooperate and to take all steps necessary and appropriate to
4 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
5 Settlement.

6 13. This Settlement requires Defendants to pay Settlement Awards (defined below)
7 according to a specified formula to each Settlement Class Member who fails to submit a timely and
8 valid Request for Exclusion as specified in this Settlement ("Participating Class Member") as well
9 as to each Settlement Class Member who was employed during the PAGA Period (October 7, 2021
10 through July 16, 2023), regardless of whether or not that Class Member timely excluded him/herself
11 from the Settlement. The maximum settlement amount is \$210,000.00, including the Settlement
12 Awards, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the
13 enhancement award to the class representative, \$25,000 allocated to penalties under the California
14 Private Attorneys General Act ("PAGA") with \$18,750 (three-quarters) paid to the California Labor
15 and Workforce Development Agency ("LWDA") and \$6,250 (one-fourth, referred to herein as the
16 "PAGA Settlement Amount") paid to the PAGA Settlement Class as described below, and
17 settlement administration expenses ("maximum total liability"). It is understood and agreed that
18 Defendants' maximum total liability under the Settlement shall not exceed \$210,000.00. It is
19 further understood and agreed that Defendants shall have no obligation to pay any person, entity, or
20 organization more than the amount of the maximum total liability under the Settlement.

21 TERMS OF SETTLEMENT

22 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
23 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:
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1 a. It is agreed by and among Plaintiff and Defendants that this Action and any
2 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
3 be settled and compromised as between the Settlement Class and Defendants, subject to the terms
4 and conditions set forth in this Stipulation of Settlement and the approval of the Court.

5 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
6 shall become effective (“Effective Date”) when all of the following events have occurred: (i) this
7 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and
8 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been
9 given to the Settlement Class, providing them with an opportunity to participate, object, or to opt
10 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and
11 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and
12 (v) only in the event there are written objections submitted prior to the formal fairness hearing
13 which are not later withdrawn, the later of the following events: when the period for filing any
14 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
15 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
16 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
17 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
18 Court’s final order with no right to pursue further remedies or relief. In this regard, it is the
19 intention of the Parties that the Settlement shall not become effective until the Court’s order
20 approving the Settlement is completely final, and there is no further recourse by an appellant or
21 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
22 will not become effective if Defendants, contrary to Paragraph 13 above, are required to pay more
23 than the total amount of their maximum total liability under the Settlement as set forth in Paragraph
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1 13 under any circumstances. It is further agreed by and between the Parties that this Settlement
2 shall not become effective, and Defendants shall not have any obligation (monetary or otherwise)
3 under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any
4 rights of appeal with respect to any objections or the judgment, have been finally exhausted and
5 resolved upholding the terms of this Settlement.

6 c. Maximum Settlement Amount, Net Settlement Amount and PAGA

7 Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay
8 \$210,000.00 ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement
9 Amount will be fully paid out, with no residue returning to Defendants. At no time shall
10 Defendants have the obligation to segregate the funds comprising the Maximum Settlement
11 Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those
12 funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement
13 Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the enhancement
14 award to the Class Representative, the fees and expenses of the Settlement Administrator, the
15 payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement,
16 shall be paid out of the Maximum Settlement Amount. The Net Settlement Amount shall be
17 calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the
18 enhancement award, \$25,000 attributable to PAGA penalties (the "PAGA Settlement Amount"),
19 and settlement administration expenses from the Maximum Settlement Amount ("Net Settlement
20 Amount"). Class Members shall not be required to submit claim forms to participate in the
21 Settlement; all Participating Class Members will be mailed settlement award checks, as will all non-
22 Participating Class Members who were employed during the PAGA Period.

1 i. Class Size: Defendants represented to Plaintiff at mediation that the
2 putative class consisted of approximately 27 individuals and 698 pay periods worked during the
3 Class Period. If the number of employees exceeds 27 or the number of pay periods exceeds 698 by
4 more than 13%, at Defendants' option, either the Gross Settlement Amount will increase pro rata
5 per additional class member or additional pay period, whichever is greater, or, alternatively,
6 Defendants may elect to end the Class Period at the date on which the pay periods exceed 698 by
7 more than 13%.

8 ii. Settlement Awards to Participating Class Members: Settlement
9 Awards to Participating Class Members will be determined based on the number of pay periods
10 worked in California in a non-exempt position by the Class Members during the Class Period based
11 on information to be provided by Defendants. Defendants' pay period data will be presumed to be
12 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by
13 credible written evidence. All pay period count disputes will be resolved and decided by the
14 Settlement Administrator, and the Settlement Administrator's decision on all pay period count
15 disputes will be final and non-appealable. The amount to be paid per pay period to Participating
16 Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement
17 Amount by the number of pay periods worked by Participating Class Members. In addition, each
18 Participating Class Member will get a payment from the Private Attorneys General Act Allocation.
19 Any person who opts out of the Settlement is not a Participating Class Member, and is ineligible to
20 object to the Settlement.

21 iii. Private Attorneys General Act Allocation: The Parties have agreed to
22 allocate \$25,000 of the Maximum Settlement Amount to penalties under the California Private
23 Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words
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1 \$18,750, will be paid to the Labor and Workforce Development Agency (“LWDA”) of the State of
2 California, and the remaining balance of \$6,250 will be distributed to Class Members who worked
3 for Defendants during the PAGA Period based on the pro-rata share of pay periods worked by each
4 Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper
5 request for exclusion, Class Members who were employed by Defendants during the PAGA Period
6 will still be bound by the settlement and release of the PAGA Claims or remedies under the Final
7 Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for exclusion do
8 not apply to the PAGA Claims (and hence will receive a payment from the PAGA Settlement
9 Amount).

10 iv. Allocation of Settlement Awards: The Parties have agreed, based on
11 the allegations in the Action, that individual Settlement Awards payable to Participating Class
12 Members from the Net Settlement Amount will be allocated as follows: (1) twenty percent (20%)
13 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) eighty percent
14 (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC
15 will issue. Payments made to Class Members from the PAGA Settlement Amount shall be allocated
16 entirely to unpaid penalties for which IRS Forms 1099-MISC will issue.

17 v. Settlement Awards Do Not Trigger Additional Benefits: All
18 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
19 in the year in which such awards actually are received by the Class Members. It is expressly
20 understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member
21 to additional compensation or benefits under any company bonus, contest or other compensation or
22 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
23 any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
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1 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
2 this Agreement are the sole payments to be made by Defendants to the Class Members in
3 connection with this Settlement, and that the Class Members are not entitled to any new or
4 additional compensation or benefits as a result of having received the Settlement Awards
5 (notwithstanding any contrary language or agreement in any benefit or compensation plan
6 document that might have been in effect during the period covered by this Settlement).

7 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
8 modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees
9 and litigation costs as set forth in Paragraph 16 below.

10 vii. Class Representative: The Parties agree to the designation of Plaintiff
11 as the "Class Representative." Subject to Court approval, Defendants agree not to oppose
12 Plaintiff's request for an Enhancement Award of up to \$10,000. The Enhancement Award is in
13 addition to any claimed individual Settlement Award to which Plaintiff is entitled. The
14 Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount.
15 The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to
16 the Plaintiff for her service as the Class Representative, and Plaintiff will be responsible for
17 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
18 received. Should the Court approve an Enhancement Award to the Class Representative in an
19 amount less than that set forth above, the difference between the lesser amount approved by the
20 Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

21 viii. Settlement Administrator: The Settlement Administrator will be
22 ILYM Group, Inc., or such other settlement administrator as may be mutually agreeable to the
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Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), based on Defendants' records, stating the number of pay periods worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount, assuming all Class Members participate and the final number of pay periods worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendants' records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the pay periods worked during the Class Period by submitting written evidence to the Settlement Administrator. All disputes regarding pay periods worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

d. Enhancement Award to Plaintiff for Plaintiff's Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

e. Right to Rescission: If more than twenty percent (20%) of the Settlement Class opts out of the Settlement Class by submitting valid and timely Requests for Exclusion as set

1 forth in the Class Notice, Defendants shall have the right (but need not) in their sole discretion to
2 rescind and void the Settlement, before final approval by the Court, by providing written notice to
3 Class Counsel at least fourteen (14) calendar days following the opt out deadline, provided the
4 Settlement Administrator has previously furnished Defendants with the number and percentage of
5 valid and timely Requests for Exclusion. If Defendants exercise this option, Defendants shall pay
6 all Settlement Administrator's costs incurred through such date.

7 CLAIMS ADMINISTRATION

8 15. The Parties have agreed to the appointment of ILYM Group, Inc. to perform the
9 customary duties of Settlement Administrator; provided, however, the Parties shall have the right to
10 select or substitute a different Settlement Administrator by mutual agreement and approval by the
11 Court. The Settlement Administrator will mail the Class Notice to all Class Members. The
12 Settlement Administrator will independently review Defendants' data as to the number of pay
13 periods worked during the Class Period, and will calculate the amounts due to Class Members in
14 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
15 summary or narrative form, the substance of its findings. The Settlement Administrator shall be
16 granted reasonable access to Defendants' records to perform its duties. At the request of
17 Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue and
18 send out Settlement Award checks to Class Members. Tax treatment of the Settlement Awards will
19 be as set forth herein. All disputes relating to the Settlement Administrator's performance of its
20 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
21 terms and conditions of this Stipulation of Settlement until all payments and obligations
22 contemplated by this Stipulation of Settlement have been fully carried out.

23 ATTORNEYS' FEES AND LITIGATION COSTS

17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

18. Class Notice and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. Any returned envelopes from this mailing with forwarding addresses will be used by the Settlement Administrator to forward the Notice to the Class Members.

14.

1 Social Security numbers will be used only by the Settlement Administrator for the sole purpose of
2 effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.
3 To the extent Class Counsel possesses or comes to possess the Class Members' contact information
4 and/or Social Security numbers, Class Counsel shall return all such information (including copies
5 and data or information derived therefrom) within five (5) days of the date the Court preliminarily
6 approves the Settlement, shall not retain copies of such information, and shall not maintain or use
7 such information for any purpose. The spreadsheet provided for above, shall be based on
8 Defendants' payroll and other business records and in a format acceptable to the Settlement
9 Administrator. Within 30 calendar days of preliminary approval of this Settlement, the Settlement
10 Administrator will mail the Class Notice to Class Members.

11 b. Notices returned to the Settlement Administrator as non-delivered during the
12 45 calendar day period for objecting to the Settlement, or disputing the pay periods worked during
13 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there
14 is no forwarding address, the Settlement Administrator will do a check of the Class Members'
15 addresses against those on file with the U.S. Postal Service's National Change of Address List and
16 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
17 Member's social security number; this search will be performed only once per Class Member by the
18 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
19 Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to
20 provide the Class Notice to the affected member of the Settlement Class. The affected member of
21 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
22 terms of the Stipulation of Settlement and the Court's Order and Final Judgment.
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1 c. The Class Notice shall also identify the procedures for opting out of or
2 objecting to the Settlement.

3 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
4 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
5 diligence and proof of mailing with regard to the mailing of the Class Notice.

6 SETTLEMENT AWARDS

7 19. Settlement Awards shall remain valid and negotiable for one hundred eighty
8 (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement
9 Awards, the checks will automatically be canceled by the Settlement Administrator if not
10 cashed by the Class Member within that time, and the Class Member's claim will remain released
11 by the Settlement. The Settlement Awards provided to Class Members shall prominently state the
12 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
13 alternatively, such a statement may be made in a letter accompanying the check. Expired
14 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
15 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
16 Members who have not cashed the settlement award check 30 days prior to the deadline. Any
17 residue from uncashed Settlement Awards after the expiration date will be paid out to Center for
18 Workers' Rights, a non-profit 501(c)(3) organization that provides civil legal services to low-wage
19 and disadvantaged workers, as the *cy pres* recipient pursuant to Code of Civil Procedure Section
20 384, subject to Court approval. Upon completion of its calculation of payments, the Settlement
21 Administrator shall provide Defendants with a report listing the amount of all payments to be made
22 to each Class Member. Defendants, on behalf of the Released Parties, will pay to the Settlement
23 Administrator the Maximum Settlement Amount, after the Settlement becomes effective as defined
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1 in Paragraph 14, within 15 calendar days following the Effective Date. The Settlement
2 Administrator shall disburse the payment in accordance with Paragraph 14. The Settlement
3 Administrator will be responsible for making appropriate deductions, paying to Class Counsel any
4 Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-
5 approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount
6 allocated for PAGA penalties above, meeting tax reporting obligations, and for issuing the
7 individual Settlement Awards to Class Members. Proof of payment will be filed with the Court
8 and provided to Class Counsel and Defendants' Counsel within one hundred twenty (120) calendar
9 days from the Effective Date.

10 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

11 20. Opting Out of the Settlement. For those Class Members who do not wish to
12 participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by
13 submitting a timely written request to the Settlement Administrator. The written request ("Request
14 for Exclusion") should state that he/she has received the Class Notice, decided not to participate in
15 the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The
16 Request for Exclusion must also state the individual's full name, address, last four digits of Social
17 Security Number, and telephone number. The Request for Exclusion must be signed, dated and
18 mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests
19 for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 45
20 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any
21 individual who submits a Request for Exclusion will not be allowed to object to the terms of the
22 Settlement. If a Settlement Class Member submits both an objection and a valid and timely request
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1 for exclusion, the request for exclusion will override the objection, and the objection shall therefore
2 be ignored.

3 21. Objecting to the Settlement. Any Participating Class Member that wishes to object
4 to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may
5 provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for
6 Defendants), a timely statement of objection. To be timely, an objection must be mailed to the
7 Settlement Administrator, and postmarked no later than 45 calendar days after the Settlement
8 Administrator mailed the Notice to the Class Members. The date of the postmark on the return-
9 mailing envelope shall be the exclusive means used to determine whether an objection has been
10 timely submitted. An objection must contain at least the following: (i) the objector's full name,
11 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to
12 the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and
13 (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either
14 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
15 bar number, address and telephone number. All objections shall be signed by the objecting
16 Participating Class Member, even if the Participating Class Member is represented by counsel. The
17 right to object to the proposed Settlement must be exercised individually by a Participating Class
18 Member. Attempted collective, group, class or subclass objections shall be ineffective and
19 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the
20 terms of the Settlement.

21 RELEASE BY THE CLASS

22 22. Effective upon the date of final approval by the Court of this Stipulation of
23 Settlement, and except as to such rights or claims as may be created by this Stipulation of
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1 Settlement, each Participating Class Member fully releases and discharges the Released Parties
2 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
3 attorneys' fees, damages, action or causes of action of any nature under any state, federal or local
4 law that were or could have been asserted based on the facts and allegations made in the Action, and
5 any amendments thereto, as to the Class Members, including without limitation, California Labor
6 Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256, 432.5,
7 500, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*,
8 2802, California Industrial Commission Wage Orders, the Fair Labor Standards Act, and Business
9 and Professions Code sections 17200, *et seq.*, and including all claims for or related to alleged
10 unpaid wages, minimum wages, overtime or double time wages, regular rate of pay, off-the-clock
11 work, timely payment of wages during employment and at separation, meal periods and meal period
12 premiums, rest periods and rest period premiums, wage statements, business expense
13 reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits
14 and/or matching benefits for payments received under the Settlement, unfair competition, unfair
15 business practices, unlawful business practices, fraudulent business practices, conversion, class
16 actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,
17 accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties,
18 waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and
19 allegations alleged in the Action, from October 14, 2018, through July 16, 2023 (collectively
20 "Participating Class Members' Released Claims").

21 23. Subject to Court approval, all Settlement Class Members who worked one or more
22 shifts within the PAGA Period shall be deemed to have released any claim for civil penalties under
23 Labor Code section 2699.3, the Private Attorneys General Act ("PAGA"), arising as a result of the
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Released Parties' alleged violation of California Labor Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256, 432.5, 500, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, and California Industrial Commission Wage Orders, including all claims for or related to alleged unpaid wages, minimum wages, overtime or double time wages, regular rate of pay, off-the-clock work, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statements, business expense reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action and included in Plaintiff's October 7, 2022 PAGA letter, with regard to all pay period during which the Settlement Class Member worked one or more shifts in California during the PAGA Period.

24. Effective upon the date of final approval by the Court of this Stipulation of Settlement, Plaintiff fully releases and discharges the Released Parties from any and all past, present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation), and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or

1 disbursements, against the Released Parties, including unknown claims covered by California Civil
2 Code section 1542, as quoted below, by Plaintiff, arising during the period from the beginning of
3 the Plaintiff's first interaction with any Defendant to the date on which the Court enters the order of
4 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
5 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
6 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
7 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
8 claims which cannot be released as a matter of law. Plaintiff generally releases all known and
9 unknown claims against the Released Parties, and waives the application of section 1542 of the
10 California Civil Code, which provides as follows: "A general release does not extend to claims
11 which the creditor or releasing party does not know or suspect to exist in his or her favor at the time
12 of executing the release and that if known by him or her, would have materially affected his or her
13 settlement with the debtor or released party." The claims released pursuant to this paragraph
14 include but are not limited to the Participating Class Members' Released Claims, as well as any
15 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
16 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
17 Order(s), and claims under state or federal discrimination statutes, including, without limitation the
18 California Fair Employment and Housing Act, California Government Code section 12940 et seq.;
19 the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the
20 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their
21 implementing regulations and interpretive guidelines.

22 25. In addition, the Class Representative and each Settlement Class Member is forever barred
23 and enjoined from instituting or accepting damages or obtaining relief against the Released Parties
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1 for any period from October 14, 2018, through July 16, 2023, relating to claims that individual has
2 released pursuant to Paragraphs 22-24.

3 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

4 26. Plaintiff shall promptly submit this Stipulation of Settlement to the Sacramento
5 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination
6 by the Court as to its fairness, adequacy and reasonableness; Plaintiff agrees to provide Defendants
7 the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's
8 Motion for Preliminary Approval. Promptly upon execution of this Stipulation of Settlement,
9 Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement.

10 a. Scheduling a fairness hearing on the question of whether the proposed
11 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and the
12 Class Representative's Enhancement Award should be finally approved as fair, reasonable and
13 adequate as to the members of the Settlement Class;

14 b. Certifying a Settlement Class, Plaintiff Marjan Warmilee as the Class
15 Representative, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California
16 Employment Counsel, PC as Class Counsel;

17 c. Approving as to form and content the proposed Class Notice;

18 d. Approving the manner and method for Class Members to request exclusion
19 from the Settlement as contained herein and within the Class Notice;

20 e. Directing the mailing of the Class Notice by first class mail to the Class
21 Members; and

22 f. Preliminarily approving the Settlement subject only to the objections of Class
23 Members and final review by the Court; and
24

27. Upon the Effective Date of the Settlement provided for in this Stipulation of Settlement, Class Counsel will return to Defendants or delete all company and employee documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiff agrees to provide Defendants the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

- 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 litigation costs;
- c. Approving the Enhancement Award to the Class Representative; and
- d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement Class from prosecuting against any Released Parties any individual or class or collective claims released herein, upon satisfaction of all payments and obligations hereunder.

28. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

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MUTUAL FULL COOPERATION

29. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement.

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

31. The Parties and their respective counsel agree that they will not attempt to encourage Class Members to file Requests for Exclusion.

NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely

1 with the intention to avoid further disputes and litigation with the attendant inconvenience and
2 expenses.

3 ENFORCEMENT ACTIONS

4 34. The Parties agree that the Sacramento County Superior Court shall retain jurisdiction
5 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section
6 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal
7 action or other proceeding against any other Party or Parties to enforce the provisions of this
8 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the
9 successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties'
10 reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection
11 with any enforcement actions.

12 NOTICES

13 35. Unless otherwise specifically provided herein, all notices, demands or other
14 communications given hereunder shall be in writing and shall be deemed to have been duly given as
15 of the third business day after mailing by United States registered or certified mail, return receipt
16 requested, addressed as follows:

17 **To Plaintiff and the Settlement Class:**

18 Timothy B. Del Castillo, Esq.
19 Kent L. Bradbury, Esq.
20 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661

21 **To Defendants:**

22 Manatt, Phelps & Phillips, LLP
23 Esra A. Hudson
Catherine Noble
24 2049 Century Park East, Suite 1700

1 Los Angeles, CA 90067

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3 NO PUBLIC COMMENT

4 36. The Class Representative and Class Counsel will not make any public disclosure of
5 the Settlement, except through the public filings to preliminarily and finally approve the Settlement;
6 the Parties will use their best efforts to reach agreement on all Court filings. Notwithstanding the
7 foregoing, the Class Representative and Class Counsel may, in response to a communication
8 initiated by the media, direct the inquiring media member to the public records of the Action on file
9 with the Court. Class Counsel will take all steps necessary to ensure that the Class Representative
10 is aware of the restriction against any public disclosure of the Settlement. This provision does not
11 prevent Class Counsel from communicating with any Class Members who may contact Class
12 Counsel, or their own attorneys or tax advisors.

13 CONSTRUCTION

14 37. The Parties hereto agree that the terms and conditions of this Stipulation of
15 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this
16 Stipulation of Settlement shall not be construed in favor of or against any party by reason of the
17 extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of
18 Settlement.

19 CAPTIONS AND INTERPRETATIONS

20 38. Paragraph titles or captions contained herein are inserted as a matter of convenience
21 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
22 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
23 merely a recital.

39. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

40. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

42. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

27.

43. This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: Jun 26, 2023


Marjan Warmilee (Jun 26, 2023 12:30 PDT)

MARJAN WARMILEE

Defendants

LENDBUZZ FUNDING, LLC

Dated: 6/29/2023

DocuSigned by:

F2EFFF54E905462
John P. McGaffigan
Chief Compliance Officer & Associate General Counsel

LENDBUZZ, INC.

Dated: 6/29/2023

DocuSigned by:

F2EFFF54E905462
John P. McGaffigan
Chief Compliance Officer & Associate General Counsel

1 **APPROVED FOR FILING WITH THE COURT AND FOR EXECUTION BY THE**
2 **PARTIES:**

3
4 DATED: June 22, 2023

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

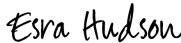
5 By: 

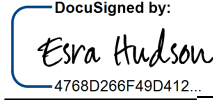
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiff and the Class

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8 DATED: June 30, 2023

MANATT, PHELPS & PHILLIPS, LLP.

DocuSigned by:

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10 By: 

Esra Hudson
Catherine Noble
Attorneys for Defendants

Warmilee Settlement Agreement

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Victoria Anyanwu (va@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYs2NYfXEaz-hn76hdouA1EUW3zm4hcD

"Warmilee Settlement Agreement" History

-  Document created by Victoria Anyanwu (va@castleemploymentlaw.com)
2023-06-26 - 4:16:45 PM GMT
-  Document emailed to mwarmilee@gmail.com for signature
2023-06-26 - 4:18:02 PM GMT
-  Email viewed by mwarmilee@gmail.com
2023-06-26 - 4:46:43 PM GMT
-  Signer mwarmilee@gmail.com entered name at signing as Marjan Warmilee
2023-06-26 - 7:30:42 PM GMT
-  Document e-signed by Marjan Warmilee (mwarmilee@gmail.com)
Signature Date: 2023-06-26 - 7:30:44 PM GMT - Time Source: server
-  Agreement completed.
2023-06-26 - 7:30:44 PM GMT