

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Settlement Agreement and Release of Claims (the "Agreement") is made and entered into by and between Eduardo Murillo ("Plaintiff"), on the one hand, and Nationstar Mortgage LLC d/b/a Mr. Cooper ("Defendant"), on the other hand. Plaintiff and Defendant are collectively referred to herein as the "Parties" and individually as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations as described below.

RECITALS

WHEREAS, Plaintiff was employed by Defendant from approximately March 22, 2021 to July 18, 2022;

WHEREAS, Plaintiff was terminated pursuant to a reduction in force and executed a General Release of All Claims in connection therewith (the "General Release") on or about July 19, 2022;

WHEREAS, the General Release remains in full force and effect, including but not limited to Plaintiff's waiver of California Civil Code section 1542;

WHEREAS, Plaintiff expressly re-affirms that he is bound by the General Release;

WHEREAS, on or about November 18, 2022, Plaintiff submitted a letter to the Labor Workforce Development Agency ("LWDA") advising of potential representative claims under California's Private Attorneys General Act ("PAGA") (the "PAGA Letter");

WHEREAS, on February 7, 2023, Plaintiff filed a lawsuit against Defendant in the Superior Court for the County of Los Angeles, Case No. 23STCV02711, asserting claims on a representative basis, under California Labor Code sections 2699(a) and 2699(f), for civil penalties under PAGA predicated on violations of California Labor Code sections 201, 202, 203, 204(a), 225.5, 226(a), 226.3, 226.7, 256, 510, 512, 1182.12, 1194, 1197, 1197.1, 1198, and 2802 (the "PAGA Complaint");

WHEREAS, Defendant contends that it has satisfied all of its obligations to Plaintiff and has paid all wages and benefits, including but not limited to overtime, minimum wages, and meal period and rest break premiums, due and owing to Plaintiff, and deny all of Plaintiff's allegations in the PAGA Letter and the PAGA Complaint;

WHEREAS, there are currently pending against Defendant two other PAGA representative actions that were filed prior to the PAGA Complaint and assert overlapping claims, *Sanchez v. Nationstar Mortgage LLC, et al.*, San Diego County Superior Court Case No. 37-2022-00027997 (filed on July 15, 2022) and *Radogna v. Nationstar Mortgage LLC, et al.*, Alameda County Superior Court Case No. 22CV016328 (filed on August 17, 2022) (collectively referred to herein as the "Earlier PAGA Actions");

WHEREAS, the Parties wish to settle and finally resolve any and all individual claims for civil penalties that Plaintiff may have under PAGA arising out of his employment with and separation from Defendant; and

WHEREAS, Plaintiff will not be pursuing his representative PAGA claims on behalf of other individuals;

NOW, THEREFORE, it is mutually agreed as follows.

AGREEMENT

1. **Settlement Payment/Consideration.** In consideration for Plaintiff's agreement to settle and release his individual claims under the PAGA, and within fifteen (15) business days of the Effective Date, Defendant agrees to pay to the "Schneider Wallace Cottrell Konecky LLP Client Trust Account" the sum of Three Thousand Four Hundred Dollars and No Cents (\$3,400.00), of which: (1) Seven Hundred Ten Dollars and Eight Cents (\$710.08) will be payable to Plaintiff's counsel for Plaintiff's attorneys' costs incurred in this matter; and (2) of the remaining amount, (a) seventy-five percent (75%), in the sum of Two Thousand Seventeen Dollars and Forty-Four Cents (\$2,017.44), will be paid to the LWDA, and (b) twenty-five percent (25%), in the sum of Six Hundred Seventy-Two Dollars and Forty-Eight Cents (\$672.48), will be payable to Plaintiff, and shall represent payment for PAGA penalties, for which an IRS Form 1099 shall issue. Plaintiff's counsel shall effectuate the payments to the LWDA and Plaintiff. Plaintiff agrees that Defendant's designation of settlement funds in the manner set forth in this Paragraph is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes the entire consideration to be provided to Plaintiff pursuant to this Agreement and for resolution of his individual PAGA claims. Plaintiff agrees not to seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.

2. **Approval of PAGA Settlement And Dismissal of Action As Condition Precedent.** In conjunction with this Agreement, Plaintiff agrees to resolve, settle, and discharge the PAGA Complaint on an individual basis with prejudice and on a representative basis without prejudice, subject to Court approval. Plaintiff expressly warrants and represents that he will not pursue PAGA claims on behalf of representative employees, and therefore a dismissal with prejudice on behalf of other "aggrieved employees" is not warranted. This Agreement is contingent upon the Court dismissing Plaintiff's individual PAGA claims with prejudice and the representative PAGA claims without prejudice. Said dismissals are an express condition precedent to Defendant's obligations under this Agreement (including, but not limited to, all payment obligations set forth in Paragraph 1). The Parties shall utilize their best efforts to file a stipulation and proposed order to approve this Agreement and dismiss the PAGA Complaint, pursuant to the terms and conditions set forth in this Agreement and in conformity with Paragraphs 2, 4, 8, and 9, within seven (7) days after this Agreement is fully executed. Should the Court decline for any reason to dismiss the individual PAGA claims with prejudice or the representative PAGA claims without prejudice, then: (1) this Agreement shall be null and void, (2) neither the terms of the settlement as set forth herein nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the settlement shall stand in the same position, without prejudice, as if the Agreement had not been entered into. Nothing in this Agreement is intended to

release the PAGA representative claims currently being pursued by the respective plaintiffs and their counsel in the Earlier PAGA Actions.

3. **Effective Date.** The Effective Date of this Agreement is the date that the Court enters an order (a) dismissing Plaintiff's individual PAGA claims with prejudice and (b) dismissing Plaintiff's PAGA representative claims without prejudice.

4. **LWDA Notification.** Plaintiff will timely provide the notifications and submission to the LWDA as required by California Labor Code section 2699(l).

5. **Taxes and Indemnification.** Plaintiff acknowledges and agrees that Defendant has not made any representations regarding the tax consequences of any payment made pursuant to this Agreement. Plaintiff agrees that he is responsible for payment of any and all taxes on the payments made pursuant to this Agreement. Plaintiff further agrees to indemnify, hold harmless, and defend Defendant against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state, or federal taxing authority or agent) against Defendant for any federal, state, or local taxes or penalties that may be payable as a result of the payment made to Plaintiff pursuant to this Agreement. In addition, Plaintiff agrees to pay any and all interest or penalties charged to or asserted against Defendant based on the payment made to Plaintiff pursuant to this Agreement.

6. **Release of PAGA Claims.** To the greatest extent permitted by law, upon the Effective Date, Plaintiff individually and on behalf of himself only freely, knowingly, and voluntarily releases and forever discharges Defendant, all of its current and former direct and indirect parents, subsidiaries, affiliates and related companies and entities, and all of their current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents (collectively the "Released Parties") from any and all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against the Released Parties, or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors, or administrators hereafter can, shall, or may have arising under PAGA including claims brought under PAGA predicated upon California Labor Code sections 201, 202, 203, 204(a), 225.5, 226(a), 226.3, 226.7, 256, 510, 512, 1182.12, 1194, 1197, 1197.1, 1198, and 2802, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the PAGA Complaint and/or PAGA Letter ("Released Claims"), including but not limited to any claims for penalties, wages, interest, and/or attorneys' fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, but not limited to, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought.

Nothing in this Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal, or local government entity; provided, however, that if the state, federal, or local government entity commences an investigation on Plaintiff's behalf pertaining to the claims asserted in the PAGA

Complaint and/or PAGA Letter, Plaintiff specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the National Labor Relations Board.

7. **No Admission of Liability.** This Agreement shall not be construed as an admission by Defendant or the Released Parties of liability or of any violation of the rights of Plaintiff or any other person, or any violation of any law, statute, duty, or order whatsoever. Defendant and the Released Parties expressly deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendant and the Released Parties specifically disclaim any liability to Plaintiff or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This settlement and Agreement shall not be used or offered as evidence to establish liability against Defendant or the Released Parties in any subsequent action or proceeding; provided, however, this shall not prevent the Agreement from being used, offered, or received in evidence if necessary in any proceeding to enforce, construe, or finalize this Agreement.

8. **Use of this Agreement.** To the extent possible, the Parties agree not to publicly file this Agreement in connection with Plaintiff's request to dismiss as set forth in Paragraph 2, above. To the extent the Court deems it necessary to review this Agreement, the Parties shall cooperate in good faith to seek to have it reviewed *in camera* or under seal, and shall only publicly file it if expressly ordered to do so by the Court. The Parties agree that Plaintiff may provide a copy of this Agreement to the LWDA as required by California Labor Code section 2699(l).

9. **Confidentiality.** Plaintiff represents and agrees that, except to the extent required to obtain a dismissal of the PAGA Complaint in conformity with Paragraphs 2, 4, and 8, he will keep the terms, amount, and fact of this Agreement completely confidential, and that he will not disclose any information concerning this Agreement to anyone other than his immediate family and professional representatives (*e.g.*, attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this Paragraph, Plaintiff shall first inform such individual of this confidentiality clause. Any material breach of this confidentiality provision by such individuals shall be deemed a breach by Plaintiff. Nothing in this provision is intended to prevent Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

10. **Severance/Savings Clause.** With the exception of Paragraph 2 herein, if any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and released from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

11. **Choice of Law.** This Agreement is to be interpreted pursuant to the laws of the State of California.

12. **Execution in Counterparts.** This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (*e.g.*, PDF), including valid electronic

signatures, shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the Agreement.

The Parties, Represented by Counsel, Hereby Voluntarily Execute This Agreement By Placing Their Signatures Below.

Dated: 10 / 12 / 2023, 2023



Eduardo Murillo

Dated: 10/17, 2023



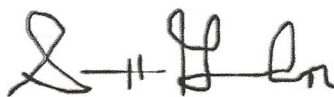
Nationstar Mortgage LLC d/b/a Mr. Cooper

By: Ella Schroeder

Its: VP & Associate General Counsel

Approved as to Form

Dated: 10 / 16 / 2023, 2023

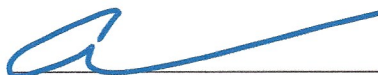


Scott L. Gordon

Schneider Wallace Cottrell Konecky LLP

Counsel for Eduardo Murillo

Dated: Oct. 17, 2023



Alaya B. Meyers

Little Mendelson, P.C.

Counsel for Nationstar Mortgage LLC d/b/a

Mr. Cooper