

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between Claimant Kenneth Chung (“Chung”) on the one hand, and Respondent loanDepot.com, LLC (“loanDepot” or “Respondent”), on the other hand, and memorializes the settlement reached following mediation between the Parties. Chung and loanDepot are collectively referred to as the “Parties” or individually as a “Party.”

1. History of Claims and Mediation

a) WHEREAS, on or about February 25, 2022, the Superior Court of the State of California, County of Los Angeles, approved a PAGA settlement agreement between Defendant and Plaintiff Joseph Rhyoo, who brought claims on behalf of all current and former non-exempt hourly paid individuals who were employed by Defendant within the state of California who worked for Defendant at any time during the period of June 8, 2020 until February 25, 2022 (the “*Rhyoo Settlement*”);

b) WHEREAS, on or about December 22, 2022, Chung filed a notice pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 with the California Labor & Workforce Development Agency, LWDA, which was assigned Claim No. LWDA-CM-925817-22;

c) WHEREAS, on or about December 23, 2022, multiple plaintiffs including Chung filed a civil action in the Superior Court of the State of California, Orange County, captioned *Lilia Hernandez v. loanDepot.com, LLC*, Case No. 30-2022-01298792 (the “*Hernandez Action*”), asserting causes of action for: 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay wages; 4) Failure to reimburse work expenses; 5) Failure to maintain accurate records; 6) Failure to provide accurate itemized wage statements; 7) Failure to pay all wages due upon termination; 8) Unfair business practices; 9) Penalties pursuant to PAGA, § 2699(a); and 10) Penalties pursuant to PAGA, § 2699(f);

d) WHEREAS, on or about December 30, 2022, a First Amended Complaint was filed in the *Hernandez Action*;

e) WHEREAS, on or about April 21, 2023, a Second Amended Complaint was filed in the *Hernandez Action*, adding additional plaintiffs;

f) WHEREAS, on or about June 14, 2023, plaintiffs in the *Hernandez Action* requested, and the court entered, dismissals without prejudice of specified plaintiffs and of non-PAGA claims brought by other specified plaintiffs, not including Chung;

g) WHEREAS, on or about June 20, 2023, the Parties attended mediation before Steven Pearl, Esq., and engaged in follow-up settlement negotiations attendant to that mediation, which included discussion of a resolution of the *Hernandez* plaintiffs’ individual claims, which resulted in an agreement between the Parties which the Parties wish to more fully memorialize in this Agreement; and

h) WHEREAS, without admitting any liability, the Parties desire in good faith to forever settle all disputes and to compromise and release claims by Chung against loanDepot and related parties as set forth herein;

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

2. Settlement Payment

Within 15 business days of receiving a copy of this Agreement executed by Chung and the relevant W4 and W9 forms from Chung and Chung's counsel, loanDepot will pay Chung \$18,439.87 as set forth below (the "Settlement Payment"), in exchange for (a) a release of Chung's causes of action #1-8 in the *Hernandez* Action (the non-PAGA claims), (b) a release of Chung's individual PAGA claims contained in causes of action #9-10 in the *Hernandez* Action, (c) a full release of all other claims as set forth more fully below, and (d) other terms as contained in this Agreement. However, the Parties expressly agree that while this Agreement settles Chung's individual PAGA claims against loanDepot, this Agreement does not impact Chung's standing to continue to pursue a representative claim on behalf of other employees of loanDepot, although the Parties further agree that by entering into this Agreement, the Parties do not waive any defenses or challenges to Chung's standing that are not based on the execution of this Agreement. The Parties agree that disputes over standing shall be determined in the Superior Court presiding over the *Hernandez* Action, and not in any arbitration tribunal, notwithstanding any arbitration agreement signed between the Parties, as an express exception and modification to such arbitration agreement which shall not be interpreted to extend to any other disputes.

The Settlement Payment shall be paid in four checks, as described below:

- a) To "Kenneth Chung": \$1,997.74 as compensation for Chung's gross lost wages less applicable tax and other required holdings and deductions, for which a Form W2 will be issued;
- b) To "Kenneth Chung": \$7,990.95 as compensation for Chung's non-wage claims/penalties/interest, including Chung's individual PAGA claim, of which the Parties allocate \$322.70 (25% of the PAGA penalties) to Chung as discussed further below, for which a Form 1099-MISC will be issued to both Chung and Schneider Wallace Cottrell Konecky LLP;
- c) To "Schneider Wallace Cottrell Konecky LLP Client Trust Account": \$7,483.09 as compensation for Chung's attorneys' fees and costs, penalties, and interest, for which a Form 1099-MISC will be issued to both Chung and Schneider Wallace Cottrell Konecky LLP; and
- d) To the LWDA: \$968.09, as 75% of the \$1,290.79 civil penalties allocated to Chung's PAGA claim, as discussed further below.

loanDepot shall be responsible for any and all employer-side tax obligations related to this settlement. Except for the employer's tax responsibility, Chung shall be responsible for any and all of Chung's local, state, and federal tax obligations and consequences, including reporting,

payment obligations, and any interest and penalties, if any, associated with the Settlement Payment. Neither loanDepot nor loanDepot's counsel are providing any manner of tax or legal advice to Chung relating to this Agreement. Further, Chung understands and agrees that Schneider Wallace Cottrell Konecky LLP does not provide any tax advice, and Chung is not relying on Schneider Wallace Cottrell Konecky LLP for any tax advice.

3. Dismissal of Individual PAGA Claims in the *Hernandez* Action with Prejudice

Chung's counsel shall submit notice of the settlement and dismissal of individual PAGA claim with the Court within 15 business days of receipt of the Settlement Payment. Chung's counsel shall file notice of the settlement of Chung's individual PAGA claim with the LWDA pursuant to Labor Code Section 2699(k)(2) at the same time that it is submitted to the Court by the Parties.

4. Waiver of Attorneys' Fees and Costs

Except as expressly set forth in this Agreement, Chung shall bear Chung's own costs and attorneys' fees incurred in connection with causes of action #1-8 in the *Hernandez* Action (the non-PAGA claims), Chung's individual PAGA claims contained in causes of action #9-10 in the *Hernandez* Action, and the settlement of claims set forth in this Agreement. Chung expressly agrees that Chung has no further claim for attorneys' fees, costs, or expenses against loanDepot or the loanDepot Releasees (as defined below) for the efforts that Chung and Chung's representatives undertook in connection with the claims settled through this Agreement, or in connection with the negotiation and achievement of this Agreement.

5. No Admissions of Liability

The Parties are entering into this Agreement for the sole purpose of avoiding the time and expense involved in the continued litigation of the *Hernandez* Action. This Agreement shall not in any way be construed as an admission by either loanDepot that it has acted wrongfully with respect to Chung or any other person, or that Chung has any rights whatsoever against loanDepot or any of its current or former employees or agents or loanDepot Releasees as defined below, or as to the value of any claims asserted by Chung, including PAGA claims. loanDepot specifically denies any liability to or wrongful acts against Chung or any other person, on the part of itself, or any of its current or former employees or agents or loanDepot Releasees as defined below.

6. No Filings

Chung represents that Chung has not filed any other lawsuit, claim, charge, complaint, or grievance with any local, state, or federal agency or court other than with the LWDA as described above (Claim No. LWDA-CM-925817-22), and the *Hernandez* Action, Orange County Superior Court Case No. 30-2022-01298792. Chung further affirms that Chung has no known workplace injury.

7. Entire Compensation

Chung understands and agrees that this settlement was reached as part of a global mediation and settlement of claims brought by 35 named plaintiffs in the *Hernandez* Action and a separately filed action titled *Ekhmies v. loanDepot.com, LLC*, Orange County Superior Court Case No. 30-

2022-01244317, filed February 4, 2022, including the individual claims alleged in related PAGA notices and arbitration demands filed on plaintiffs' behalf (the *Ekhmies* Action), who were all represented by Schneider Wallace Cottrell Konecky LLP (Plaintiffs' counsel). The settlement amount to be received by Chung was reached by prorating the total settlement amount based on Plaintiffs' counsel's analysis of the individual damages incurred by each of the 35 named plaintiffs. Chung agrees that the settlement amount provided herein shall constitute the entire consideration due to Chung and his/her attorneys and is in full and complete satisfaction of any and all claims, demands and/or causes of action Chung has or may have against loanDepot, as described below in the Release section. Chung 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, including the Released Claims described below, other than as a PAGA representative in the PAGA collective action described herein. Chung understands that the full settlement value reached at mediation of all of 35 such individual employees' claims was \$500,000.00 including attorneys' fees and costs, and Chung agrees to the apportionment of that settlement value to Chung that is set forth in this Agreement. The employees involved in the mediation and settlement are: 1) Nicholas Aguilera, 2) Curtis Allen, 3) Aaron Black, 4) Laura Bright, 5) Jennifer Bursack, 6) Kenneth Chung, 7) Alejandro Colindres, 8) Dana Collins, 9) Chase Cutler, 10) Kenneth Eala, 11) Nasim Edrakian, 12) Mohammad Ekhmies, 13) Christopher Fortman, 14) Constance Gorman, 15) Lilia Hernandez, 16) Ryan Leonardo, 17) Lauren Licas, 18) Ida Luna, 19) Michelle Manesse, 20) Arlene McGee, 21) Shawnda Mesta-Etgen, 22) Antoinette Nicole White, 23) Salvador Ochoa, 24) Noemy Orellana, 25) Joshua Pavelko, 26) April Ponce 27) Susan Pool, 28) Heather Randrup, 29) David Richter, 30) Robert Rodriguez, 31) Luis (Lou) Rossi, 32) Jung Seo, 33) Frank Vasquez, 34) Jennifer Venegas, and 35) Lorina Wilson.

Schneider Wallace Cottrell Konecky LLP warrants and represents that it does not, at the time of execution of this Agreement, represent any individuals in pursuing any current or potential legal employment-related claims against loanDepot other than the 35 employees involved in the settlement group, 8 employees who loanDepot asserts previously released their claims against loanDepot, and Ray Hsieh. Schneider Wallace Cottrell Konecky LLP agrees that it will continue to abide by the California State Bar's ethical requirement that it will not solicit any employees of loanDepot.

8. Covenant Not to Sue

In consideration for the promises set forth in this Agreement, Chung promises and agrees on behalf of Chung and Chung's representatives not to bring any other judicial claim against loanDepot or the loanDepot Releasees identified below, arising out of Chung's employment with loanDepot up until the date of this Agreement.

9. Mutual Confidentiality

The Parties agree to maintain the existence and terms of this Agreement confidential, other than with regard to the PAGA-related portion of the settlement only for the submission of payment and related communications to the LWDA for purposes of administering this settlement, and as may be required for any court approval of the PAGA portion of the settlement contained in this Agreement. This provision shall not preclude either Party from making such disclosures (1) as are necessary to comply with a valid subpoena or court order; (2) to their attorneys in the *Hernandez* Action, accountants, or tax preparers as necessary for them to comply with law or generally-

accepted accounting principles; (3) to Chung's spouse, if any, provided that all the foregoing individuals must first be informed of this confidentiality provision and agree to be bound thereby; and/or (4) to, with, or in support of other current or former employees of loanDepot in collective bargaining with loanDepot or in engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection. If asked about Chung's claims against loanDepot, or any settlement with loanDepot, by an outside party, the only response the Parties and their attorneys may make shall be that "The case has resolved."

10. Verification of Employment

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

11. Release and Waiver of California Civil Code § 1542

Chung, on behalf of himself/herself and each of Chung's current or former heirs, successors, agents, employees, representatives, executors and assigns, does hereby irrevocably and unconditionally waive and release and forever discharge loanDepot and its respective subsidiaries, parents, predecessors, successors, assigns, and affiliated or related corporations and entities, past and present, as well as each and all of its and their owners, trustees, officers, directors, managers, shareholders, members, partners, administrators, fiduciaries, representatives, attorneys, assignees, successors, insurers, benefit plans, agents and employees, past and present, and each of them, from and with respect to any and all claims wages, demands, actions, class actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges, grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders, liabilities, injunctive relief, restitution, liquidated damages, and other legal responsibilities of any kind, known or unknown, suspected or unsuspected, unforeseen, unanticipated, or latent, and whether or not concealed or hidden, arising out of Chung's employment with loanDepot or any law, rule, or regulation related thereto, whether known or unknown, that were asserted, could have been asserted, or could be brought in the *Hernandez* or *Ekhmies* Action, with the sole exception that, as the Parties have agreed, this Agreement does not impact or release Chung's standing to continue to pursue Chung's representative PAGA claim on behalf of other employees of loanDepot in the *Hernandez* Action, Orange County Superior Court Case No. 30-2022-01298792, although the Parties further agree that by entering into this Agreement the Parties do not waive any defenses or challenges to standing that are not based on the execution of this Agreement.

loanDepot releases all claims against Chung, known or that reasonably could have been known, at the time of execution of this Agreement, including but not limited to claims for costs, lost income, damages, penalties, wages, overpayments, breach of contract, negligence, liquidated damages, expenses, or any other monetary sums or damages, on behalf of itself and its respective subsidiaries, parents, predecessors, successors, assigns, and affiliated or related corporations and entities, past and present, as well as each and all of its and their owners, trustees, officers, directors, managers, shareholders, members, partners, administrators, fiduciaries, representatives, attorneys, assignees, successors, insurers, benefit plans, agents and employees, past and present, and each of them.

The claims released under this Agreement as discussed above in this Section include, but are not limited to, any and all claims for breach of contract, intentional tort, intentional infliction of emotional distress, violation of any statute, constitution or regulation, including but not limited to any claim under the California Fair Employment and Housing Act ("FEHA"), California Government Code § 12940, the Pregnancy Disability Act of 1978, Title VII of the Civil Rights Act of 1964, the California Family Rights Act ("CFRA"), the Age Discrimination in Employment Act (ADEA), the Civil Rights Act of 1991 (prohibits discrimination), the Family and Medical Leave Act of 1993 ("FMLA"), Retirement Income Security Act of 1974 ("ERISA"), the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") and Cal-COBRA, the Americans with Disabilities Act of 1990 ("ADA"), the Fair Labor Standards Act ("FLSA"), the California Labor Code and Industrial Welfare Commission Wage Orders, California Business & Professions Code § 17200, misappropriation of trade secrets, breach of contract, breach of duty of loyalty, breach of covenant of good faith and fair dealing, intentional or negligent interference with prospective business relations, or any other federal, state or local laws, regulations or ordinances, claims asserted or that could have been asserted in the Lawsuit, any other claims arising out of or in any way connected with Chung's employment with loanDepot, and any claim for severance pay, bonus, sick or medical leave, holiday pay, reimbursement, vacation pay, life insurance, health or medical insurance or any other fringe benefit, or disability, claims of discrimination, harassment, retaliation, wrongful termination, violation of public policies, application or misapplication of leave policies, failure to accommodate a disability or engage in the interactive process, claims for injuries, wage and hour claims, penalties, and every type of relief (legal, equitable and otherwise) available to Chung, from the beginning of time to the date Chung signs this Agreement. This release applies to claims or rights that Chung may possess either individually or as a class member, collective action member, or member or beneficiary of a representative action, and Chung waives and releases any right to receive money or benefits from the participation in any class, collective, or representative action settlement or judgment after the date this Agreement is signed that relates in any way to Chung's employment with loanDepot; provided, however, that this clause shall not bar Chung from receiving an individual service award in the pending PAGA collective litigation. While this Agreement does not impact or release Chung's standing to continue to pursue Chung's representative PAGA claim on behalf of other employees of loanDepot in the *Hernandez* Action, the Parties agree that this Agreement settles and resolves Chung's individual PAGA claim in that action, and Chung's right to personally recover any monetary recovery from the Chung action other than an individual service award pursuant to PAGA.

The Parties hereby covenant and agree that this release shall constitute a complete and binding judicial bar to the institution and maintenance of any such claims, disputes, lawsuits, and complaints that are herein released. Nothing in this release shall preclude Chung from filing a charge or complaint with any state or federal government agency or to participate or cooperate in such a matter; Chung agrees, however, to waive and release any right to seek or receive monetary damages resulting from any such charge or complaint or any action or proceeding.

The Parties each expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the above claims, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims which the Parties do not know or suspect to exist in their favor at the time of execution hereof. Each Party expressly assumes and accepts the risk that any fact with respect to any matter covered by this Agreement could hereafter be found to be other than, or different from, the facts now believed by either of the Parties to be true. The Parties further understand and agree that this Agreement contemplates the extinguishment of any such claims that the Parties have asserted, could have asserted, or could bring, as defined by this Agreement. The Parties agree that the release provisions hereof shall remain effective notwithstanding any such difference in fact.

12. Other Important Terms

a) This Agreement constitutes the entire agreement among the Parties on the matters raised herein, and supersedes all prior discussions and contains all representations and agreements between the Parties relating to the rights herein granted and the obligations herein assumed with respect to the *Hernandez* Action and the claims discussed herein and their resolution. The Parties' "Employee Confidentiality, Work Product, Intellectual Property, and Non-Solicitation Agreement" and "Mutual Arbitration Agreement" remain in full force and effect and are incorporated by reference into this Agreement. The Parties are expecting to receive nothing other than what is explicitly set forth in this Agreement as a result of execution of this Agreement. No other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party not contained in this written Agreement, shall be enforceable.

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

c) This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. The Parties represent and acknowledge that this Agreement is given and executed voluntarily and free from duress, and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claim of the Parties or any matters related thereto. Each Party expressly assumes and accepts the risk that any fact with respect to any matter covered by this Agreement could hereafter be found to be other than, or different from, the facts now believed by either of the Parties to be true. The Parties agree that the release provisions hereof shall remain effective notwithstanding any such difference in fact. This Agreement shall not be subject to attack on the ground that any or all of the theories or factual assumptions used for negotiating purposes are for any reason inaccurate or inappropriate. In

addition, the Parties have had access to legal counsel of their choosing. Accordingly, the Parties agree that any rule of law, statute, legal decision, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it, is of no application and is hereby expressly waived, including the benefit of California Civil Code § 1654.

d) Chung represents and warrants that Chung has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands or causes of action relating to any matter covered by this Agreement. The terms of this Agreement are, and shall be, binding upon each of the Parties, their subsidiaries, directors, officers, agents, attorneys, successors, and assigns, and upon all other persons and entities claiming an interest in the subject matter hereof through either Party.

e) Each Party respectively represents and warrants that they are fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The Parties agree to use their best efforts promptly to execute and to effectuate the terms herein.

f) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intentions of the Parties. This Agreement shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as applied to contracts made and to be performed entirely within California, except that parole evidence shall not be admissible to vary or modify any of its terms. If any provision herein is held to be void or unenforceable, all other provisions shall nevertheless continue in full force and effect.

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

h) This Agreement shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as applied to contracts made and to be performed entirely within California, except that parole evidence shall not be admissible to vary or modify any of its terms.

13. Voluntary Agreement

Chung understands and agrees that Chung has:

- (a) Had a reasonable time within which to consider this Agreement before executing it;
- (b) Carefully read and fully understands all the provisions of this Agreement;
- (c) Through this Agreement, released loanDepot and the loanDepot Releasees from any and all claims that Chung may have against loanDepot and the loanDepot Releasees as of the Effective Date of this Agreement;

- (d) Knowingly and voluntarily agreed to all of the terms set forth in this Agreement and to be legally bound by the terms set forth herein;
- (e) Through this Agreement, covenanted not to file a claim or action against loanDepot and the loanDepot Releasees, as of the date of signing this Agreement;
- (f) Agreed that the only consideration for Chung signing this Agreement is set forth herein; and
- (g) Agreed to be legally competent and to have all necessary authority to execute this Agreement for Chung and accepts full responsibility therefore.

14. Chung's Release of Age Discrimination Claim

Chung hereby releases any claims Chung may have for age discrimination under the Age Discrimination in Employment Act ("ADEA"), the Older Worker's Benefit Protection Act ("OWBPA") and Chung is hereby advised:

- (a) to consult with an attorney if Chung desires prior to signing this Agreement;
- (b) that this Agreement does not waive rights or claims that may arise after it is executed by Chung;
- (c) that Chung has twenty-one (21) days in which to consider and accept this Agreement by signing and returning this Agreement to Defendant; and
- (d) that, in addition, Chung has a period of seven (7) days following Chung's execution of this Agreement in which Chung may revoke the Agreement. This Agreement will not become effective or enforceable until the seven (7) day revocation period has passed without revocation. If Chung does not advise loanDepot (by communicating such revocation in writing via facsimile and email c/o Julie Trotter, Call & Jensen, 610 Newport Center Drive Suite 700, Newport Beach, CA 92660, Facsimile: 949-717-3100, Email: jtrotter@calljensen.com within such seven (7) day period) of Chung's intent to revoke the Agreement, Chung has waived the right to revoke the Agreement, and it will become effective and enforceable.

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

Dated: 12 / 04 / 2023, 2023

Kenneth Chung

By: 
Kenneth Chung

Dated: December 15, 2023

loanDepot.com, LLC

By: 
Albert Nicholson, SVP, Associate General Counsel