

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

HOLLIE COLEMAN, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

v.

FLAGSTAR BANK N.A., a Michigan
Corporation; NEW YORK COMMUNITY
BANCORP, INC., a New York Corporation;
DESERT COMMUNITY BANK and DOES 1
through 20, inclusive;

Defendants.

Case No.: CIVSB2309384
*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Joint Stipulation and Settlement Agreement of Class Action and
2 Representative Action Claims (the “Settlement Agreement”) between Plaintiff Hollie Coleman
3 and Defendants Flagstar Bank N.A. (also previously Flagstar Bank, FSB, erroneously named as
4 Desert Community Bank); and Flagstar Financial, Inc. (previously New York Community
5 Bancorp, Inc.) (collectively, “Defendants”), (Plaintiff and Defendants are collectively, the
6 “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed
7 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
8 support of the motion, and all supporting legal authorities and documents,
9 IT IS HEREBY ORDERED:

10 1. The Court GRANTS preliminary approval of the settlement based upon the terms
11 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
12 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
13 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
14 review of the papers submitted by Plaintiff, the Court finds that the settlement is the result of
15 arms-length negotiations conducted after the Parties adequately investigated and became familiar
16 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
17 the settlement process supports the Court’s conclusion that the settlement is non-collusive.

18 2. For settlement purposes only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently defined community of interest among the Class
20 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
21 Class, for settlement purposes only:

22 All current and former nonexempt, employees employed by Defendants in
23 California at any time during the Class Period of April 27, 2019, through April
24 19, 2025.

25 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
26 current and former nonexempt, employees employed by Defendants in California at any time
27 during the PAGA Period of April 26, 2022, through April 19, 2025.”
28

1 4. The class action settlement set forth in the Settlement Agreement between
2 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiff Hollie Coleman as
6 Class Representative, and Brian Mankin and Misty Lauby as Class Counsel.

7 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
8 Administrator.

9 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
10 “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules
11 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
12 approval hearing date, the proposed settlement terms and of their options, including: (1) the
13 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
14 terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class
15 Representative Service Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a
16 formula used to determine the Class Member’s estimated Individual Class Payment; (4) Class
17 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
18 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
19 information regarding the action and the Settlement. Counsel for the Parties are authorized to
20 correct any typographical errors in settlement and make clarifications, to the extent the same are
21 found or needed, so long as such corrections do not materially alter the substance of the
22 documents.

23 8. The Court approves the procedure for Class Members to participate in, request
24 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
25 and the Class Notice.

26 9. The Court finds that the deadlines and methods set forth in the Settlement
27 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
28 best notice practicable under the circumstances, constitute due and sufficient notice to all persons

entitled to notice, and otherwise satisfy the requirements of California law and due process.

10. The Court directs the Administrator to perform address verification measures and mail the Class Notice by first class mail to the Class Members as set forth in the timeline below and to otherwise carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the settlement according to the terms of the Settlement Agreement.

11. All Class Members shall be deemed to participate in the settlement, although any Class Member who wishes to comment on or object to the settlement or who elects not to participate in the settlement has until thirty (30) days after the mailing of the Class Notice to submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

12. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

13. The following dates shall govern for purposes of this settlement:

October 2, 2025	Preliminary Approval (PA) hearing
20 Days after entry by the Court of its Order of Preliminary Approval	Deadline for Defendants to provide the Settlement Administrator with the Class Data.
14 Days after receiving the Class Data	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
30 Days after mailing Class Notice	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 Court Days before F.A.	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
5 Court Days before F.A.	Deadline for filing of any written reply to objection to the Motion for Final Approval of Settlement.

1 Date: _____

2 Final Approval Hearing.

3 Time: _____

4
5 14. A final approval hearing shall be held in this Court on the date and time above to
6 determine: (1) whether the proposed settlement is fair, reasonable, and adequate and should be
7 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
8 Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may
9 continue or adjourn the final approval hearing without further notice to the Class Notice.

10 15. Counsel for the parties shall file memoranda, declarations, or other statements and
11 materials in support of their request for final approval of the settlement, attorneys' fees, litigation
12 costs, Class Representative's Service Payment, Administration Expenses, and payment to
13 LWDA for PAGA Penalties prior to the Final Approval hearing according to the time limits set
14 by the Code of Civil Procedure and the California Rules of Court.

15 16. Neither this Order, the Settlement Agreement, nor any document referred to
16 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
17 may be construed as, or may be used as an admission by or against Defendants or any of the
18 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
19 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
20 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
21 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
22 or defenses by Defendants or any of the other Released Parties and shall not be offered in
23 evidence in any action or proceeding against Defendants or any of the Released Parties in any
24 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
25 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

26 17. The Court may, for good cause shown, extend any of the deadlines set forth in
27 this Order.
28

1 18. In the event that the Settlement Agreement does not receive final approval or the
2 Effective Date of the settlement does not occur, this Order shall be rendered null and void and
3 shall be vacated.

4 19. Pending the Final Approval hearing, all proceedings in this action, other than
5 proceedings necessary to carry out or enforce the terms and conditions of the settlement and this
6 Order, are stayed.

7 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
8 in connection with the administration of the settlement which are not materially inconsistent with
9 either this Order or the terms of the settlement.

10
11 Date: _____

Hon. Christian Towns

EXHIBIT “A”

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Coleman v. Flagstar Bank N.A., et al.
San Bernardino Superior Court, Case No. CIVSB2309384

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.

IF YOU ARE OR WERE EMPLOYED BY FLAGSTAR BANK N.A., FLAGSTAR FINANCIAL, INC., NEW YORK COMMUNITY BANK CORP, INC., OR FLAGSTAR BANK, FSB AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM APRIL 27, 2019, TO APRIL 19, 2025, THEN YOU ARE A CLASS MEMBER INCLUDED IN THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS MAY EFFECTED.

Why should you read this Notice?

You may be eligible to receive money as part of a proposed settlement (the “Settlement” or “proposed Settlement”) that has been reached in class and representative action entitled *Hollie Coleman v. Flagstar Bank N.A., et al.*, San Bernardino Superior Court, Case No. CIVSB2309384 (the “Lawsuit”) for alleged violations of the California Labor Code filed against Defendants Flagstar Bank N.A., Flagstar Bank, FSB, New York Community Bancorp, Inc., and Flagstar Financial, Inc. (“Defendants”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to briefly describe the Lawsuit and to inform you of your rights and options in connection with the Lawsuit and the proposed Settlement. The proposed Settlement will resolve all claims in the Lawsuit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund PAGA Employee Payments to PAGA Employees (defined as “all current and former nonexempt, employees employed by Defendants in California at any time in the PAGA Period of April 26, 2022, through April 19, 2025”) and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records, and the Parties’ current assumptions, your Individual Settlement Payment and PAGA Employee Payment are shown in the charts below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Payments</i>			
Weeks Worked during Class Period	INSERT	<i>Estimated</i> Individual Settlement Payment	\$INSERT
Pay Periods during PAGA Period	INSERT	<i>Estimated</i> PAGA Employee Payment	\$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated PAGA Employee Payment, then according to Defendants’ records you are not eligible for a PAGA Employee Payment under the Settlement because you didn’t work for Defendants in California during the PAGA Period.) If you believe that you worked more weeks or pay periods during the time periods than are shown in the chart above, you can submit a challenge by **DATE**, 2025 (“**Response Deadline**”). See **Section XX** of this Notice.

The Court has preliminarily approved the Settlement’s payment provisions and other terms and conditions described in this notice. The Honorable Christian Towns shall finally determine whether the Settlement is fair, adequate, and reasonable and whether a Final Approval Order and a Final Judgment should be entered during a Final Approval Hearing at **[FINAL APPROVAL HEARING DATE & TIME]** in Department S26 of the San Bernardino Superior Court, located at 247 West 3rd St, San Bernardino, California 92415. Because the date and time of the Final Approval Hearing may change without further notice, you should contact the Settlement Administrator or Class Counsel for further updates.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do nothing and receive a Settlement Payment	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will also give up various rights to pursue a separate legal action against Defendants and any Released Parties based on any of the Released Claims.

Exclude Yourself from the Settlement	If you do not want to participate in the Settlement of the Class Claims, then you must submit a request for exclusion to exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by [RESPONSE DEADLINE]. If you choose to Opt-Out, then you will not receive an Individual Settlement Payments or any benefits under the Settlement nor will you release any Class Claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement. If you qualify as a PAGA Employee, however, then you will still receive a PAGA Employee Payment even if you choose to Opt-Out of the Settlement.
Object to the Settlement	If you wish to object to the Settlement, then you must write to the Settlement Administrator by [RESPONSE DEADLINE], about why you object to the Settlement. This option is available only if you do not Opt-Out of the Settlement.
Contest or dispute your Workweeks or Pay Periods	If you believe the number of workweeks or pay periods that you were credited with working in the chart above is incorrect, then you must write to the Settlement Administrator by [RESPONSE DEADLINE], about why you dispute the number and provide supporting documentation that you possess to support your dispute.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class of persons (the “Settlement Class”):

The Settlement Class. All current and former non-exempt, employees employed by Defendants Flagstar Bank N.A., Flagstar Bank, FSB, New York Community Bancorp, Inc., and Flagstar Financial, Inc. in California at any time from April 27, 2019, through April 19, 2025.

According to Defendants’ records, you are a Settlement Class Member (“Settlement Class Member”).

What is this Action about?

Plaintiff Hollie Coleman (“Plaintiff” or “Named Plaintiff”) filed the following lawsuit alleging the following claims:

The Coleman Class Action Lawsuit. Plaintiff, Hollie Coleman, individually, and on behalf of all others similarly situated, alleged that Defendants Flagstar Bank N.A. and Flagstar Financial, Inc.: (1) Failed to Pay Minimum Wages; (2) Failed to Pay Overtime Wages; (3) Failed to Provide Meal Periods; (4) Failed to Provide Rest Periods; (5) Failed to Reimburse Business Expenses; (6) Failed to Timely Pay Final Wages; (7) Failed to Provide Accurate Itemized Wage Statements; (8) Unfair and Unlawful Competition; and (9) Civil Penalties Pursuant to PAGA Labor Code section 2698 *et seq.*

Plaintiff believes this Settlement is in the best interests of all Settlement Class Members. Defendants deny all liability and are confident they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with continued litigation. Defendants contend the conduct is and has been lawful at all relevant times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”). Considering the risks and expenses associated with continued litigation, the Parties agree this Settlement is fair, adequate, and reasonable.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Class?

The attorneys representing the Settlement Class in the Action (“Class Counsel”) are:

Class Counsel
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

What are the Settlement payment terms?

Gross Settlement Amount. The “Gross Settlement Amount” of \$850,000.00 includes: (1) all payments to be made to Settlement Class Members; (2) all payments to be made to the Labor and Workforce Development Agency (“LWDA”); (3) all payments to be made to the PAGA Employees; (4) all attorneys’ fees; (5) all costs approved by the Court; (6) all fees to be paid to a settlement administrator, and (7) the Enhancement Award.

Net Settlement Amount. The “Net Settlement Amount” is currently estimated to be \$XXX,XXX.00. The Net Settlement Amount is subject to a final accounting and will be the amount remaining for disbursement to Participating Class Members after the following amounts are deducted from Gross Settlement Amount: (1) Settlement Class Counsel’s attorneys’ fees, not to exceed one-third (1/3) of the Gross Settlement Amount (to date, Class Counsel have invested over one hundred hours into the case and incurred expenses on the Lawsuit without payment); (2) Settlement Counsel costs/expenses, not to exceed \$25,000.00; (3) the \$10,000.00 Enhancement Award to the Named Plaintiff for litigating the Lawsuit, working with Class Counsel, and representing the Class; (4) Settlement Administration Costs estimated not to exceed \$XXXXX.00 to the Settlement Administrator; (5) the \$37,500.00 PAGA payment to the LWDA; and (6) the \$12,500.00 aggregate PAGA Employee Payments to PAGA Employees.

Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall disburse Individual Settlement Payments from the estimated \$XXXXX.00 Net Settlement Amount to Settlement Class Members based on the workweek credits assigned to them. Individual Settlement Payments shall be characterized as twenty percent (20%) wages, subject to IRS Form W-2 reporting, and eighty percent (80%) non-wages, subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state, and federal taxes from the wage portion of the Individual Settlement Payments only.

PAGA Employee Payments to PAGA Employees. If you are a member of the Settlement Class and you worked as an hourly non-exempt employee for Defendants in California at any time from April 26, 2022, to April 19, 2025, (the “PAGA Period”), then you may also be a PAGA Employee. The Settlement Administrator shall disburse Individual PAGA Employee Payments from the \$12,500.00 aggregate PAGA Employee Payments to PAGA Employees based on the pay period credits assigned to them. PAGA Employee Payments shall be characterized as 100% non-wages, subject to IRS Form 1099 reporting.

PAGA Employees Cannot Opt-out of the PAGA Component of the Settlement. If you are a PAGA Employee and the Settlement becomes final, then you will be entitled to a PAGA Employee Payment even if you choose to Opt-out of the Class component of the Settlement. This is because PAGA Employee Payments do not constitute consideration offered or exchanged for the release of any Settlement Class Members’ individual, private rights of action. In other words, PAGA Employees cannot opt-out of the PAGA component of the Settlement but they can still preserve their individual, private rights to sue Defendants for any of the Released Claims as long as they Opt-out the Class component of the Settlement on time.

Checks Void at 180 Days & Transfer to the Unclaimed Property Fund. Participating Class Members and PAGA Employees must cash or deposit their Individual Settlement Payment and PAGA Employee Payment checks within one hundred eighty (180) days from the date of issuance of the check. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to the State of California’s State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Settlement Class Member and PAGA Employee.

No Tax Advice. Parties and their attorneys make no representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning any tax consequences of payments to any Class Member.

How much money should you expect as an Individual Settlement Payment and PAGA Employee Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by dividing the Net Settlement Amount among the Qualified Class Members on a pro-rata basis, based upon the following allocation:

Workweek for Settlement Class Members. The Settlement Administrator shall provide each individual Qualified Settlement Class Member with a single workweek for every calendar week that the individual Settlement Class Member worked as Defendants’ employee in the state of California during the Settlement Class Period.

PAGA Employee Payments Calculations. The Settlement Administrator shall determine PAGA Employee Payments amounts by (1) taking the PAGA Employee’s respective pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period; (2) Dividing that by the combined sum of all PAGA Employees’ pay period counts; and (3) multiplying by \$12,500 (the total amount allocated to the employee portion).

Who are the Released Parties and what claims will be released by the proposed Settlement’s Released Claims?

The Effective Date of the Settlement. The “Effective Date” is after (1) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment, and notice of entry of judgment is filed, and (2) the later of the following

events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

Participating Class Members' Release of Released Class Claims Against Released Parties. If the Effective Date occurs and Defendants remit the Gross Settlement Amount in full to the Settlement Administrator, then Plaintiff and each Participating Class Member shall be deemed to have fully, finally, and forever released the Released Parties of the Released Claims as follows:

The "Released Parties" means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Flagstar Bank N.A., Flagstar Financial, Inc., New York Community Bancorp, Inc., Flagstar Bank, FSB, and Desert Community Bank, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or Released Parties for claims based on the facts alleged in the Lawsuit for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release of the "Released Class Claims," which means the claims alleged in the Lawsuit and set forth in the Operative Complaint, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to timely pay final wages; (7) failure to provide accurate itemized wage statements (8) Unfair and Unlawful Competition (Business and Professions Code § 17200 et seq.), and those claims predicated on the same or similar facts and/or claims alleged in the Lawsuit, as well as any claims that could have been pled under California common law, the federal law, and the California Business and Professions Code alleged which arise from the same or similar facts pled in the Lawsuit, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders; and California Code of Regulations, Title 8, sections 11000 et seq., including claims for injunctive relief, declaratory relief, restitution, which reasonably could have been alleged under the facts, allegations and/or claims pleaded in the Lawsuit.

California's Release and PAGA Employees' Release of PAGA Claims Against Released Parties. If the Effective Date occurs and Defendants' remit the Gross Settlement Amount in full to the Settlement Administrator, then the State of California, by and through Plaintiff, its deputized PAGA representatives and all PAGA Employees, shall be deemed to have fully, finally, and forever released the Released Parties of the PAGA Claims as alleged in the Operative Complaint as follows: The "PAGA Claims" means any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), as alleged in the Operative Complaint, which includes those alleged in the PAGA letter sent to the LWDA in LWDA Case No. LWDA-CM-951100-23 by Named Plaintiff that arose at any time during the PAGA Period, including, but not limited to all the PAGA claims alleged in the Lawsuit, or that reasonably could have been based on the facts stated in the Lawsuit and in the relevant PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to timely pay final wages; (7) failure to provide accurate itemized wage statements (8) failure to pay wages each period; and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq.), as well as any claims under the California Labor Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders; and California Code of Regulations, Title 8, sections 11000 et seq. as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiff or the PAGA Employees. The PAGA Employees will be issued a check for their share of the PAGA Payments and will not have the opportunity to opt out of, or object to, the Individual PAGA Payments and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

What are my options in this matter?

Settlement Class Members' Four Options and Communications with the Settlement Administrator & Class Counsel. You have four (4) options under this Settlement. You may: (1) do nothing and remain in the Settlement Class and receive

an Individual Settlement Payment; (2) submit a request for exclusion to exclude yourself from or “Opt-Out” of the Settlement; (3) object to the Settlement; and (4) contest or dispute your workweeks or PAGA Employee Payment. All Opt-Out Requests, Objections and Workweek/PAGA Employee Payment Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Coleman v. Flagstar Bank N.A., et al.*, P.O. Box 7208, Orange, CA 92863, Fax: (949) 209-2503 by United States Mail, facsimile and/or in other written form by no later than [RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Employee Payment Disputes you submit.

OPTION 1. (Do Nothing to Participating in the Settlement). If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form.** If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Settlement Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost and you will be deemed to have consented to release the Released Claims described above.

OPTION 2. (Submit a Request for Exclusion to Request to Exclude Yourself from or “Opt-Out” of the Settlement). If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written request for exclusion or Opt-Out Request to the Settlement Administrator by [RESPONSE DEADLINE DATE] in the following manner: (1) your written request for exclusion must state your full name, address, telephone number, and social security number or employee identification number; (2) your written request for exclusion must state your intention to exclude yourself from or desire to opt-out of the Settlement (e.g. “I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit.”); (3) your written request for exclusion must be addressed to the Settlement Administrator; (4) your written request for exclusion must be signed by you or your lawful representative; and (5) your written request for exclusion must be postmarked no later than forty-five (45) calendar days from the mailing of the Class Notice.

If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefit (except for being entitled to an PAGA Employee Payment, if you qualify) under the proposed Settlement and you may not be entitled or permitted to assert or raise an objection to the Settlement.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Qualified Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendants’ Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the five (5) enumerated characteristics stated above, which may render the request null and void.

OPTION 3. (Object to the Settlement). If you wish to object to the settlement, then you may object to it by submitting a timely and written Objection to the Settlement Administrator by [RESPONSE DEADLINE DATE] in the following manner: (1) your objection must state your full name, address, telephone number, and social security number or employee identification number; (2) your objection must describe, in clear and concise terms, the legal and factual arguments supporting your objection; (3) your objection must include a list identifying witness(es) you may call to testify at the Final Approval Hearing; (4) your objection must include true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing; (5) your objection must include your statement about whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entirety of the Settlement Class; (6) your written objection must be addressed to the Settlement Administrator; (7) your written objection must be signed by you or your lawful representative; and (8) your objection must be postmarked no later than the Response Deadline. Class Counsel shall not represent you or assist you in objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection.

If Court finally approves the Settlement despite any objections, then you may and will likely be bound by the terms of the Settlement including the release of Released Claims as set forth above.

If you do not submit an objection in the manner described above in time, then the Court may determine that you have waived any objections and may not allow you to make any objection (whether by appeal or otherwise) to the proposed Settlement. Subject to review by Class Counsel, Defendants’ Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the eight (8) enumerated characteristics stated above, which may render the objection null and void.

OPTION 4. (Contest or Dispute Your Workweeks and/or Pay Period). If you dispute the workweeks used to calculate your Individual Settlement Payment or pay periods for your PAGA Employee Payment, it is your responsibility to supply documentation supporting your position. If you choose to dispute these calculations, you must send a written dispute, along with any evidence you have to support your calculation of pay periods worked, to the Settlement Administrator at the following address: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

In order to be timely, any dispute must be postmarked to the Settlement Administrator on or before [REDACTED], 2025. If you timely dispute the above, the dispute shall be submitted to the Settlement Administrator, who shall examine the

records and either verify the calculation or provide a corrected calculation. The Settlement Administrator will make every effort to resolve any such disputes prior to final approval of this Settlement Agreement. The Settlement Administrator's determination of disputes will be final.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing [FINAL APPROVAL HEARING DATE & TIME] in Department S26 of the San Bernardino Superior Court, located at 247 West 3rd St, San Bernardino, California 92415 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. **You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.**

If the Court grants final approval of the Settlement, then notice of the Final Judgment will be mailed to all Settlement Class Members when checks are mailed or included with your check.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, may be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Information and Document Sales webpage at: <https://sanbernardino.courts.ca.gov/divisions/civil/court-case-information-and-document-sales>. Please visit the Court's website for more information about accessing case related documents. You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

[FURTHER WITHHOLDINGS NOTICE]

The Settlement Administrator has identified you as a Settlement Class Member but has been unable to verify your social security number or tax identification number. If you do not complete the IRS Form W-9 enclosed with this Notice and return it to the Settlement Administrator, the Settlement Administrator may deduct additional withholdings from your Individual Settlement Payment. If you have any questions or concerns about completing and returning the enclosed IRS Form W-9, you may contact the Settlement Administrator to discuss other available options to verify your social security number or tax identification number.

[NEXT PAGE – IRS FORM W-9]