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Counsel for Plaintiffs SHEILA LOPEZ, GEORGINA BAUTISTA and FE ADRIANO,
Individually, on behalf of the Proposed FLSA Collective and Class Action

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SHEILA LOPEZ, GEORGINA
BAUTISTA, AND FE ADRIANO, ON
BEHALF OF THEMSELVES AND ALL
THOSE SIMILARLY SITUATED,

Plaintiffs,

v.

WILLISTON FINANCIAL GROUP, LLC, a
Delaware Limited Liability Company; WFG
NATIONAL TITLE INSURANCE
COMPANY, a Florida Corporation; MY
HOME, A WILLISTON FINANCIAL
GROUP COMPANY, LLC, a Delaware
Limited Liability Company; WFG
NATIONAL TITLE COMPANY OF
CALIFORNIA, a California Corporation;
WFG NATIONAL TITLE COMPANY OF
CLARK COUNTY WA, LLC, a business
entity unknown; WFG NATIONAL TITLE
COMPANY OF WASHINGTON, a business
entity unknown; WFG NATIONAL TITLE
COMPANY OF TEXAS, LLC, a business
entity unknown; WFG LENDER SERVICES,
LLC, a business entity unknown; and DOES
1-10, inclusive

Defendants.

CASE NO. 24CU015835C

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF THE CLASS,
COLLECTIVE AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: May 2, 2025

Time: 10:15 a.m

Dept: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: Not Yet Set

1 I, Eric K. Yaeckel, hereby declare as follows:

- 2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for SHEILA LOPEZ and on
4 behalf of other members of the general public similarly situated in the above-captioned matter.
5 I make this declaration in support of Plaintiffs' Motion for Final Approval of the Class,
6 Collective and Representative Action Settlement.
- 7 2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a
8 witness I could and would do so.

9 **Background and Investigation**

- 10 3. Our office first started our investigation into these claims on or around the date of Plaintiff
11 Lopez's initial PAGA letter, which was sent to Defendants and the LWDA on April 3, 2023.
12 Counsel for Defendants thereafter approached my office about settling prior to litigation. We
13 later became aware of the claims on behalf of Plaintiffs Bautista and Adriano on or around
14 November of 2023. From that time forward, all of the Plaintiffs worked together to attempt to
15 negotiate a settlement on behalf of the class.
- 16 4. As part of the parties' settlement agreement, on October 8, 2024, Plaintiffs' Collective, Class,
17 and Representative Action Complaint was filed in this matter. The Complaint asserts eight
18 causes of action, including all of the claims to be resolved by the Settlement Agreement. Id.
19 The First through Seventh Causes of Action (seven claims) arise out of California law: (1)
20 Failure to Provide Meal Breaks and Rest Periods, California Labor Code §§ 218.5, 226.7, 512,
21 1198, and IWC Order No. 10-2001; (2) Failure to Provide Minimum Wage and Overtime
22 Wages, California Labor Code §§ 510, 1194, 1197, 1197.1, and Industrial Welfare
23 Commission ("IWC") Order No. 10-2001; (3) Failure to Provide Itemized Wage Statements,
24 California Labor Code § 226; (4) Failure to Reimburse Business Expenses, California Labor
25 Code § 2802; (5) Failure to Pay Earned Wages Timely and upon Discharge, California Labor
26 Code §§ 201-204, 210; (6) Unlawful and/or Unfair Business Practices, California Business &
27 Professions Code §§ 17200, et seq. ("Unfair Competition Law"); and (7) Civil Penalties Under
28

1 the Private Attorneys General Act ("PAGA"), California Labor Code §§ 2698, et seq. The
2 Eighth Cause of Action arises out of federal law for Failure to Pay Overtime Wages in
3 violation of the FLSA, 29 U.S.C. §§ 201 et seq.

4 5. Before initiating this action, our office conducted a thorough investigation into the merits of
5 the potential claims and defenses. Plaintiffs' Counsel focused their investigation and legal
6 research on the underlying merits of Class Members' claims, the damages to which they were
7 entitled, and the propriety of class certification. As part of their investigation, Plaintiffs'
8 Counsel conducted multiple in-depth interviews with Named Plaintiffs Lopez, Bautista, and
9 Adriano and other witnesses to establish that other Class Members were also impacted by
10 Defendants' policy and/or practice of failing to pay overtime wages and failing to reimburse
11 necessary business expenses, and to assess the extent of their damages. Additionally, Plaintiffs'
12 Counsel conducted in-depth background research on Defendants, including obtaining and
13 reviewing documents from Plaintiffs to assess the merits of the claims and defenses.

14 6. Defendants also previously produced, *inter alia*, copies of the relevant employee handbooks,
15 copies of all other relevant employee policies, the contents of Plaintiffs' employee file,
16 Plaintiffs' time records, and Plaintiffs' itemized wage statements.

17 7. Defendants through its counsel, reached out prior to litigation to attempt to explore early
18 resolution of this matter. As part of the settlement discussions, Defendants agreed to
19 voluntarily produce and verify hundreds of pages of documents. The production included all
20 relevant policies and procedures. It also included large electronic sampling of other class
21 members' time and wage data. Our office also performed a significant investigation into the
22 claims and defenses by conducting detailed interviews with Plaintiffs and other witnesses.

23 8. Defendants also provided additional informal discovery so that the parties could experience
24 a meaningful mediation. Defendant provided informal discovery which consisted of, *inter alia*,
25 the number of current and former employees who worked for Defendant during the limitations
26 period, meal and rest period premiums paid, pay periods at issue, a redacted sampling of
27 employee time records and wage statements, as well as confirmation that various policies and
28

1 agreements were standard as to the class.

- 2 9. Arms' length direct negotiations between the parties continued for several months. At all times,
3 settlement negotiations were conducted vigorously and on an arm's-length basis. As of May
4 21, 2024, the parties agreed to the key terms of a settlement. The Settlement Agreement was
5 closely scrutinized and vigorously debated over months of follow up negotiations with
6 Defendants' Counsel. A true and correct copy of the Stipulation of Class, Collective, and
7 Representative Action Settlement (the "Agreement") is attached as **Exhibit A**.

8 **Experience of Counsel**

- 9 10. The Lead counsel for our office, Mr. William Sullivan, has been a California-licensed attorney
10 for 30 years. He has approximately 29 years of experience in "class action" litigation, both as
11 plaintiff and defense counsel. Mr. Sullivan has acted as plaintiffs' Trial Counsel in multiple
12 "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial
13 which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30
14 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical
15 issue), estimates that, throughout the course of his 30-year career, he has acted as Lead counsel
16 on "Wage and Hour" Class/Representative actions that have collected more than \$300 million
17 for employees and/or the State of California, either through judgment following trial, or via
18 negotiated settlement.
- 19 11. I have over 14 years of experience as an attorney. I have spent my entire time in practice
20 engaged in prosecuting class and representative actions. I became a partner in the firm in 2020.
21 Mr. Kuhn has over 6 years of experience as an attorney who is primarily engaged in
22 prosecuting class and representative actions. He has been the "lead associate" on numerous
23 class action cases that settled in the high "seven figure" and "eight figure" range.
- 24 12. Our office are the attorneys of record in a matter very recently (and favorably) decided before
25 the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021).
26 The *Donohue* matter is a certified class and PAGA action.
- 27 13. Our office is lead counsel on approximately 30 employment "wage and hour" claims with class
28

1 action, or representative action, allegations. These cases are set within the California Superior
2 Court and Federal District Courts in California. Our office is currently lead counsel on claims
3 that have been certified by both Court Order and by stipulation of the parties. In the last three
4 years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour”
5 claims on behalf of a Certified Class.

6 14. In the last seven years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour”
7 Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San
8 Diego Superior Court, our office was awarded our full requested attorneys fees and was
9 approved at the requested hourly rates (which are similar to the fees/rates billed here). Please
10 See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No.
11 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

12 15. Our firm has the requisite experience knowledge of California law and the Federal Rules of
13 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
14 this matter to represent a fair, adequate and reasonable settlement that is well within the
15 accepted range of recoveries for similar wage and hour class actions. I also believe the
16 Agreement is in the best interests of the Settlement Class Members. I am also aware that
17 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
18 extensive experience defending similar wage and hour class actions.

19 16. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
20 adequate payment to the class.

21 **Terms of the Agreement**

22 17. At the Final Approval Hearing, Plaintiffs' Counsel will apply for up to 35% of the Gross Fund
23 (up to \$350,000.00) as attorneys' fees. The retainer agreement we signed with Plaintiff Lopez
24 allows us to seek up to thirty five percent of any class settlement as attorneys’ fees. Further
25 justification will be given for the fee request at the time of Final Approval.

26 18. Plaintiffs' Counsel will further address the justifications for their fee request in their Notice of
27 Motion and Motion for Attorneys' Fees and Costs and Enhancement Payment, filed
28

concurrently herewith.

19. Additionally, Plaintiffs' Counsel will seek reimbursement from the Gross Fund of their reasonable and actual litigation costs and expenses.

20. Plaintiffs have reviewed and approved in writing Plaintiffs' Counsel's fee and cost award application and the fee-splitting agreement as amongst the three law firms.

21. Plaintiffs will also move for Court approval of an Enhancement Payment of \$5,000.00 for each Named Plaintiff. This modest enhancement is reasonable in view of the time and effort spent, and the risks undertaken, by the Named Plaintiffs. Plaintiffs' Counsel will further address the justifications for their request for an Enhancement Payment award in their Notice of Motion and Motion for Attorneys' Fees and Costs and Enhancement Payment, filed concurrently herewith.

The Strength of Plaintiffs' Case (Kullar Factor 1)

22. Although Class Counsel believe Plaintiffs have strong claims, they recognize the significant risks involved in continuing litigation, including the risks of class and/or collective certification being denied, losing on the merits of their claims, proving damages, and procedural attacks relating to standing and statutes of limitations.

23. Plaintiffs faced significant risk that they would not obtain class or conditional certification of the Class and/or Collective claims.

24. Although Plaintiffs believe that all Class and Collective Members in these job titles were impacted by the same common, company-wide policies and practices described in the Complaint and in this Motion, Defendants would likely have argued that individualized differences between Class and Collective Members' different job titles and in their individual circumstances predominated over the common questions, and therefore should have defeated class certification. Given that many courts have denied certification in the presence of such individualized differences, Class Counsel acknowledges that they faced risk that their claims would not be certified.

25. Even if Plaintiffs obtained certification of a class and/or FLSA collective, Plaintiffs still faced

substantial risks on the merits of their claims.

26. Defendants would likely have argued that many Class, Collective, and PAGA Group Members did not actually work much, if any, overtime, and that they actually paid Class, Collective, and PAGA Group Members for overtime hours that they reported.

27. As for off-the-clock hours, Defendants would likely have argued that Defendants did not have actual or constructive notice of hours worked off-the-clock by Class, Collective, and PAGA Group Members and that it was therefore not liable for their off-the-clock damages.

28. On the meal and rest break claims, Defendants would likely have argued that it provided Class, Collective, and PAGA Group Members with the opportunity to take duty-free meal and rest breaks, and therefore were not liable for meal or rest break penalties.

29. Defendants would also likely have argued that Plaintiffs' expense reimbursement claim would have failed because Class, Collective, and PAGA Group Members were provided with company-issued cell phones, had no need to use their personal devices, and were afforded the opportunity to submit their business expenses for reimbursement.

30. Plaintiffs faced risk in proving the extent of damages. Class, Collective, and PAGA Group Members generally do not have independent records of hours they worked off-the-clock, and therefore would have had challenges quantifying their damages on a class-wide or individual basis. Similarly, Class, Collective, and PAGA Group Members generally did not maintain records that would establish the frequency of alleged meal and rest break violations, making it difficult to quantify those damages on a class-wide or individual basis.

The Risk, Expense, Complexity, and Likely Duration of Further Litigation (*Kullar* Factor 2)

31. The proposed settlement will confer a substantial benefit on Class, Collective, and PAGA Group Members, while further litigation would create significant risks and cause additional expense and delay. Settlement confers the assurance of a recovery in favor of the Class, Collective, and PAGA Group, while further litigation risks the potential for a more limited recovery or potentially no recovery at all. If litigated through trial, the case would likely involve significant motion practice, including motions to dismiss, motions to compel

discovery, motions for class and collective certification and decertification, motions for summary judgment, and motions in limine. At each one of these phases, Plaintiffs could lose on a key issue, and/or the scope of the case could be substantially limited.

32. Even if Plaintiffs obtained class and/or conditional certification and survived summary judgment, a fact-intensive trial would still be necessary to determine liability and damages. A trial would be lengthy and complex and would consume tremendous time and resources for all Parties and the Court. Any judgment would likely be appealed, further extending the litigation.

The Amount Offered in Settlement (Kullar Factor 4)

33. The proposed settlement amount of \$1.0 million weighs in favor of final approval because it offers substantial, timely, and guaranteed relief to Settlement Class Members. Based on the data and documents obtained from Plaintiffs and Defendants prior to mediation, Class Counsel calculated that Class, Collective, and PAGA Group Members' total theoretical maximum recovery was approximately \$5,325,451.16, broken down as \$4,228,091.16 for their FLSA and state law claims, and \$1,097,360.00 for the PAGA claims. The proposed \$1,000,000.00 million settlement amount is equal to approximately 18.8% of the total theoretical maximum recovery.
34. The portion of the settlement amount allocated to PAGA claims (\$50,000.00) also is well within the range of possible approval. Here, the maximum theoretical PAGA penalties were approximately \$1,097,360.00, or approximately 20% of the total theoretical maximum recovery.

The Extent of Discovery Completed and Stage of the Proceedings (Kullar Factor 5)

35. Although the Parties in this case did not engage in formal written discovery or depositions, they participated in robust pre-mediation discovery. Defendants produced hundreds of pages of documentary discovery, including Plaintiffs' personnel file, employee handbooks and guides, job descriptions, and other corporate policy documents, including copies of Defendants' time-keeping, payroll, and reimbursement policies.
36. In addition to document production, Defendants also produced comprehensive class data, including unique identifiers, job titles, job locations, dates of employment, rates of pay, hours

1 recorded, wages and penalties paid, and reimbursements paid.

2 37. Class Counsel also performed a significant investigation into the claims and defenses by
3 conducting detailed interviews with Plaintiffs and other witnesses. During the investigation of
4 this case and negotiation of this settlement, Class Counsel and Defendants' counsel also
5 participated in numerous conference calls, above and beyond the two mediation sessions, to
6 exchange factual information about the claims and defenses as well as legal arguments. This
7 information was more than sufficient for both sides to adequately evaluate the risks and
8 benefits of continued litigation, and to calculate the potential damages.

9 **The Presence of a Governmental Participant (Kullar Factor 7)**

10 38. Here, the proposed settlement did not involve the presence of a governmental participant.
11 Although the LWDA is technically a “party in interest” with regard to the PAGA claims, it has
12 not commented on the settlement. Therefore, this factor is neutral and does not weigh in favor
13 of or against final approval.

14 **The Reaction of Class Members to the Proposed Settlement (Kullar Factor 8)**

15 39. In this case, no Class Members have objected to any aspect of the settlement, including the
16 overall monetary relief achieved and the amounts set aside for attorneys' fees, costs, and
17 Enhancement Payment, and only one Class Member has opted out of the settlement.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 10th day of April, 2025 at San Diego, California.

21
22 

23
24 ERIC K. YAECKEL

EXHIBIT A

1 **STIPULATION OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION**

2 **SETTLEMENT**

3 This Stipulation of Class, Collective, and Representative (“PAGA”) Action Settlement
4 (“Agreement” or “Settlement Agreement”) is entered into between Plaintiffs Sheila Lopez, Georgina
5 Bautista, and Fe Adriano (collectively, “Plaintiffs” or “Class Representatives”), on behalf of themselves
6 and other similarly situated Class Members, Collective Members, and PAGA Group Members (as
7 defined herein), on the one hand, and Defendants WFG National Title Insurance Company, Williston
8 Financial Group, LLC, MyHome, a Willison Financial Group Company (formerly Williston Enterprise
9 Solutions & Technology), WFG National Title Company of California, WFG National Title Company of
10 Clark County WA, LLC, WFG National Title of Washington, LLC, WFG National Title Company of
11 Texas, LLC, and WFG Lender Services, LLC (collectively, “Defendants”), on the other hand.

12 This Settlement shall be binding on Plaintiffs and Settlement Class Members, Settlement
13 Collective Members, and PAGA Group Members, and on Defendants, subject to the terms and
14 conditions hereof and Court approval.

15 **RECITALS**

16 1. WHEREAS, on April 3, 2023, Plaintiff Shelia Lopez provided written notice of claims
17 pursuant to California’s Private Attorney General Act, Labor Code sections 2698—2699.5 (“PAGA”) via
18 certified mail and electronically to the Labor and Workforce Development Agency (“LWDA”) and to
19 Defendant Williston Financial Group LLC. On November 14, 2023, Plaintiff Lopez provided an
20 “amended” PAGA notice, which added Defendants WFG National Title Insurance Company, Williston
21 Financial Group, LLC, MyHome, a Willison Financial Group Company (formerly Williston Enterprise
22 Solutions & Technology), WFG National Title Company of California, and WFG Lender Services, LLC,
23 and additional facts and theories of liability;

24 2. WHEREAS, On November 13, 2023, Plaintiff Bautista filed a PAGA notice of claims with
25 the LWDA against Defendants WFG National Title Insurance Company and Williston Financial Group,
26 LLC;

27 3. WHEREAS, on November 13, 2023, Plaintiff Bautista filed a collective and class action
28 complaint against Defendants WFG National Title Insurance Company and Williston Financial Group,

1 LLC in the United States District Court for the Northern District of California captioned *Bautista v. WFG*
2 *National Title Insurance Company, et al.*, Case No. 23-cv-05837-JD (N.D. Cal.) (the “*Bautista* Action”);

3 4. WHEREAS, Plaintiff Lopez intends to file a Complaint in the Superior Court of California
4 for the County of San Diego (the “*Lopez* Action” and, together with the *Bautista* Action, the “Litigation”),
5 against Defendants alleging the groups defined herein, including Class Members, Collective Members,
6 and PAGA Group Members, and the claims defined herein, including Released Claims, and the
7 applicable periods defined herein, including Class Period, FLSA Period, and PAGA Period. It is the
8 intention of the parties that an amended consolidated complaint will be filed in the Lopez Action, which
9 adds all of the claims asserted in the *Bautista* action. Upon the execution of this Agreement and filing of
10 the *Lopez* Action, the *Bautista* Action shall be dismissed without prejudice;

11 5. WHEREAS, Defendants deny all material allegations and claims set forth in the
12 Litigation and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding
13 further litigation, Defendants desire to fully and finally settle the Action and the Released Claims;

14 6. WHEREAS, Plaintiffs’ Counsel has conducted significant investigation into and analysis
15 of Plaintiffs’ claims and Defendants’ defenses prior to and after the filing of PAGA claims notices and
16 the *Bautista* and *Lopez* Actions, including, among other things: (a) engaging in interviews and follow-
17 up calls with Class Members (as defined below), including Plaintiffs and other witnesses; (b) research
18 of the applicable law with respect to the claims asserted in the Litigation and the potential defenses
19 thereto; (c) investigation into the viability of class treatment of the claims asserted by Plaintiffs; (d)
20 analysis of the legal positions taken by or anticipated to be taken by Defendants; (e) inspection and
21 analysis of payroll and policy documents and other information disclosed by Plaintiffs and Defendants;
22 (f) analysis of class data disclosed by Defendants; and (g) evaluating the potential class-wide damages,
23 including information sufficient to understand the risk of Defendants’ potential defenses to Plaintiffs’
24 claims.

25 7. WHEREAS, the settlement discussions before, during, and after mediation were
26 conducted vigorously at arm’s length and the settlement is the result of an informed and detailed analysis
27 of Defendants’ alleged potential liability in relation to the costs and risks associated with continued
28 litigation;

1 8. WHEREAS, based upon their analysis and evaluation of a number of factors, and
2 recognizing the substantial risks of litigation, including the possibility that these claims, if not settled
3 now, might not result in any recovery or might result in a recovery less favorable, and that any recovery
4 likely would not occur for several years, Plaintiffs' Counsel are satisfied that the terms and conditions
5 of this Settlement Agreement are fair, reasonable, and adequate and that this Agreement is in the best
6 interests of Plaintiffs and Class Members (as defined below);

7 9. WHEREAS, at all times, the settlement discussions were conducted at arm's-length.
8 Based on the information exchanged, as well as Class Counsel's own independent investigation and
9 evaluation, Plaintiffs' Counsel believe that the settlement with Defendants for the consideration and on
10 the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the
11 Class Members, the Collective Members, and the PAGA Group Members, in light of all known facts
12 and circumstances, including the risk of significant delay and uncertainty associated with litigation and
13 various defenses asserted by Defendants;

14 10. WHEREAS, Defendants deny all the claims and contentions alleged by Plaintiffs in the
15 Litigation; nonetheless, Defendants have concluded that further litigation of the claims would be
16 protracted and expensive and would also divert management and employee time; Defendants also have
17 taken into account the uncertainty and risks inherent in litigation and have, therefore, concluded that it
18 is desirable that the litigation be settled in the manner and upon the terms and conditions set forth in this
19 Settlement Agreement; and

20 11. WHEREAS, the purpose of this Settlement Agreement is to settle fully and finally all
21 Released Claims (as defined below).

22 12. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in
23 this Agreement, as well as the good and valuable consideration provided for herein, Defendants and
24 Plaintiffs (collectively, the "Settling Parties") agree to a full and complete settlement of the Litigation
25 on the following terms and conditions: The Settling Parties agree to do all things and engage in all
26 procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration
27 for: (a) payment by Defendants of the Gross Fund (as defined below), subject to the terms, conditions
28 and limitations of this Agreement; (b) the release and termination of all claims as set forth in this

Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Court and is entered into voluntarily by the Settling Parties for settlement purposes only.

13. The Settling Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Agreement is not approved, it will be of no force or effect, and the parties shall be returned to their original respective positions.

DEFINITIONS

14. The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective:

a. “Settlement” means the settlement and resolution of the Released Claims.

b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 18 below.

c. “Class Counsel” or “Plaintiff’s Counsel” means the Shavitz Law Group, P.A., the Sullivan & Yaeckel Law Group, APC, and Omnum Law APC.

d. “Class List” means a complete list of all Class Members, Collective Members, and PAGA Group Members, which Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include a confidential list containing names, employee identification numbers, last known residential address, last known email address, number of workweeks worked during the Class Period, PAGA Period and FLSA Period, and Social Security Numbers to facilitate the administration of the settlement.

e. “Class Member(s)” or “Class” mean all persons who have been employed by Defendants as non-exempt classified employees in California at any time during the Class Period. The Settlement includes not more than 637 Class Members.

f. “Class Period” means the time period from April 19, 2018 through March 1, 2024.

g. “Class Representatives” or “Plaintiffs” mean Sheila Lopez, Georgina Bautista, and

1 Fe Adriano.

2 h. “Court” means the Superior Court of the State of California for the County of San
3 Diego.

4 i. “Collective Members” or “Collective” means all persons who have been employed
5 by Defendants as non-exempt classified Escrow Officers, or individuals in similar positions, however
6 variously titled, anywhere in the United States during the FLSA Period. The Settlement includes no more
7 than 251 Non-California Collective Members.

8 j. “Defendants” means WFG National Title Insurance Company, Williston Financial
9 Group, LLC, MyHome, a Willison Financial Group Company (formerly Williston Enterprise Solutions &
10 Technology), WFG National Title Company of California, WFG National Title Company of Clark County
11 WA, LLC, WFG National Title of Washington, LLC, WFG National Title Company of Texas, LLC, and
12 WFG Lender Services, LLC.

13 k. “Defendants’ Counsel” means Michael King of Hennelly & Grossfeld LLP and
14 Tim L. Johnson and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

15 l. “Effective Date” means the date by when both of the following have occurred: (a)
16 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment
17 is final. Final means when all of the following events have occurred: (1) The Settlement Agreement has
18 been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) The Court has given
19 preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and
20 has entered a Final Order and Judgment, approving the Settlement. It is the Parties’ intention that the
21 Settlement shall be final for purposes of the Effective Date at the time of Final Approval, if no objections
22 to the settlement are filed. Only in the event that written objections are filed prior to the Final Settlement
23 Approval Hearing, which are not later withdrawn prior to final approval, the Effective Date shall be the
24 later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a
25 petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment
26 following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal
27 of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any
28 appeal from the Judgment.

1 m. “Enhancement Payment” means the amount to be paid to Plaintiffs in recognition
2 of their effort and work in prosecuting the Actions on behalf of Class Members, Collective Members,
3 and PAGA Group Members, and in exchange for a general release, as set forth in Paragraph 19 below.

4 n. “Final Approval” means the determination by the Court that the settlement is fair,
5 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

6 o. “Final Approval Hearing” means the hearing at which the Court will consider and
7 determine whether the settlement should be granted Final Approval.

8 p. “FLSA Period” means the time period from April 19, 2019, through March 1,
9 2024.

10 q. “FLSA Settlement Approval Notice” means the Notice of Final Approval of
11 FLSA Settlement, substantially in the form attached as “**Exhibit B.**”

12 r. “Gross Fund” means the amount of One Million Dollars and Zero Cents
13 (\$1,000,000.00) to be paid by Defendants in full resolution of all Released Claims and the Action, which
14 includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Fund, Net Settlement Fund to be
15 paid to the Settlement Class Members and Settlement Collective Members, and Settlement
16 Administration Costs. The employer’s share of taxes on the wages portion of Individual Settlement
17 Shares will be paid separately and in addition to the Gross Fund.

18 s. “Individual PAGA Payment” means the amount payable to each PAGA Group
19 Member from the 35% portion of the PAGA Fund that is allocated to PAGA Group Members as provided
20 in Paragraph 22(b).

21 t. “Individual Settlement Payment” means the net payment of each Settlement Class
22 Member or Settlement Collective Member’s Individual Settlement Share, after reduction for the
23 employee’s share of taxes and withholdings with respect to the wages portion of the Individual
24 Settlement Share, as provided in Paragraph 38 below.

25 u. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Fund
26 that a Class Member or Collective Member may be eligible to receive under the Agreement, to be
27 calculated in accordance with Paragraph 22(a).

28 v. “LWDA Payment” means the amount that the Parties have agreed to pay to the

1 California Labor and Workforce Development Agency as set forth in Paragraph 21.

2 w. “Net Settlement Fund” means the portion of the Gross Fund that is available for
3 distribution to Class Members or Collective Members, which is calculated as the Gross Fund less the
4 PAGA Fund, court-approved attorneys’ fees and costs, settlement administration costs, and the court-
5 approved Enhancement Payment.

6 x. “Notice of Objection” means a Settlement Class Member’s valid and timely
7 written objection to the Settlement, which must include: (a) the case name and number of the *Lopez*
8 Action; (b) the objector’s full name, signature, address, and telephone number, and the last four digits
9 of his or her Social Security number, (c) a written statement of all grounds for the objection accompanied
10 by any legal support for such objection, (d) copies of any papers, briefs, or other documents upon which
11 the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified
12 address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
13 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
14 has been timely submitted. For the avoidance of doubt, only Settlement Class Members have standing
15 to file a Notice of Objection as to the Settlement. Notwithstanding the forgoing, as reflected on the Class
16 Notice, a written objection is not required. Settlement Class Members may also appear in person at the
17 Final Approval hearing to address their objections to the Court.

18 y. “Operative Complaint” means the Complaint in the *Lopez* Action filed in the
19 Superior Court of California for the County of San Diego.

20 z. “PAGA Group Members” means all persons who have been employed by
21 Defendants as non-exempt classified employees in California at any time during the PAGA Period. The
22 Settlement includes no more than 371 PAGA Group Members.

23 aa. “PAGA Pay Period” means number of pay periods each PAGA Group Member
24 worked for Defendants as a non-exempt classified employee in California within the PAGA Period. The
25 pay periods during the PAGA Period for PAGA Group Members is no more than 8,758.

26 bb. “PAGA Period” means the time period from April 3, 2022 through March 1, 2024.

27 cc. “PAGA Settlement” means the settlement and resolution of the Released PAGA
28 Claims.

1 dd. “Parties” means Plaintiffs and Defendants, collectively, and “Party” means either
2 Plaintiffs or Defendants.

3 ee. “Preliminary Approval” means entry of the Court’s order granting preliminary
4 approval of the Agreement.

5 ff. “Preliminary Approval Notice” means the Notice of Preliminary Approval of Class
6 Action Settlement, substantially in the form attached as “**Exhibit A.**”

7 gg. “Released Claims” means the Released Class Claims, the Released FLSA Claims,
8 and the Released PAGA Claims.

9 hh. “Released Class Claims” means any claims, wages, premiums, fringes, liquidated
10 damages, or penalties alleged or that could have been alleged against Release Parties (defined below)
11 arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any
12 amendments, including all claims for (1) minimum wage; (2) waiting time penalties; (3) failure to pay
13 wages during employment and upon termination; (4) overtime and double time under California law;
14 (5) meal periods; (6) rest periods; (7) inaccurate wage statements; (8) expense reimbursements; and (9)
15 unfair competition. This Release of claims includes known and unknown claims arising under California
16 Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 558,
17 1182.12, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, the applicable IWC Wage Order(s),
18 and the California Unfair Competition Law, Business and Professions Code section 17200, et seq., as
19 well as all claims arising under the listed California Labor Code statutes based on the primary rights of
20 those statutes, irrespective of the theory of recovery alleged, and related claims for penalties, interest,
21 liquidated damages, attorney fees, costs, and expenses. The release shall apply to the Settlement Class
22 Members (defined above) while employed by Defendants in California as non-exempt hourly employees
23 during the Class Period (defined above).

24 ii. “Released FLSA Claims” means any claims, wages, premiums, fringes, liquidated
25 damages, or penalties alleged or that could have been alleged against Released Parties (defined below)
26 arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any
27 amendments, including all claims for any and all wage and hour claims, including all state and federal
28 claims for unpaid minimum and overtime wages, and related claims for penalties, interest, liquidated

1 damages, attorney fees, costs, and expenses. The release shall apply to the Settlement Collective
2 Members (defined above) while employed by Defendants as EOs during the FLSA Period (defined
3 above).

4 jj. “Released PAGA Claims” means any claims or civil penalties alleged or that could
5 have been alleged against Released Parties (defined below) arising out of the facts, circumstances, and
6 primary rights at issue in the Operative Complaint and any amendments and operative PAGA notice and
7 any amendments thereto, including all claims for (1) minimum wage; (2) waiting time penalties; (3) failure
8 to pay wages during employment and upon termination; (4) overtime and double time under California
9 law; (5) meal periods; (6) rest periods; (7) inaccurate wage statements; (8) expense reimbursements; and
10 (10) PAGA penalties for these alleged violations. This Release of claims includes known and unknown
11 claims arising under California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
12 510, 512, 551, 552, 558, 1182.12, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the
13 applicable IWC Wage Order(s), as well as all claims arising under the listed California Labor Code statutes
14 based on the primary rights of those statutes, irrespective of the theory of recovery alleged, and related
15 claims for civil penalties, interest, attorney fees, costs, and expenses. The release shall apply to the PAGA
16 Group Members while employed by Defendants in California as non-exempt, hourly employees, the Labor
17 & Workforce Development Agency, and the State of California, all during the PAGA Period (defined
18 above). The release shall apply to the PAGA Group Members, the Labor & Workforce Development
19 Agency, and the State of California, during the PAGA Period (defined above).

20 kk. “Released Parties” means Defendants, and each of their insurers, brands,
21 concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees,
22 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney,
23 and any individual or entity that could be jointly liable with Defendants.

24 ll. “Request for Exclusion” means a timely letter submitted by a Class Member
25 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
26 the case name and number of the *Lopez* Action, (b) be signed by the Class Member, (c) contain the full
27 name, address, telephone number, and the last four digits of the Social Security Number of the Class
28 Member requesting exclusion, (d) clearly state that the Class Member does not wish to be included in

1 the Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address,
2 postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope
3 on the submission will be the exclusive means to determine whether a Request for Exclusion has been
4 timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed
5 a Settlement Class Member and will be bound by all terms of the Agreement if the Settlement is granted
6 Final Approval by the Court.

7 mm. “Response Deadline” means the deadline by which Class Members must submit a
8 Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
9 shall be the date that is thirty (30) calendar days from the initial mailing of the Preliminary Approval
10 Notice by the Settlement Administrator, unless the 30th day falls on a Sunday or Federal holiday, in
11 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
12 open. The Response Deadline may also be extended by express agreement between Class Counsel and
13 Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have the
14 authority to extend the Response Deadline. In the event that a Preliminary Approval Notice is re-mailed
15 to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15)
16 calendar days.

17 nn. “Settlement Administrator” means the third-party class action settlement
18 administrator agreed to by the Parties and approved by the Court for purposes of administering this
19 settlement. The Parties each represent that they do not have any financial interest in the Settlement
20 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
21 conflict of interest.

22 oo. “Settlement Administration Costs” means the costs payable from the Gross Fund,
23 subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth
24 in Paragraph 20 below.

25 pp. “Settlement Class Members” means all Class Members who do not timely and
26 properly opt out of the settlement provided for in this settlement with respect to the California state law
27 claims. The Settlement Class consists of only the Settlement Class Members.

28 qq. “Settlement Collective Members” means all Collective Members who opt into the

collective action with respect to claims under the Fair Labor Standards Act (“FLSA”).

rr. “Workweeks” means the number of weeks each Class Member and/or Collective Member worked for Defendants as non-exempt classified employees (for Class Members) and as non-exempt classified Escrow Officers (for Collective Members) within the Class Period and FLSA Period, respectively. The Workweeks during the Class Period for Class Members is no more than 63,982; and the Workweeks during the FLSA Period for Non-California Collective members is no more than 34,136.

CLASS CERTIFICATION

15. The Parties stipulate and agree to certification of the Class and Collective, for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class certification shall immediately be set aside and the Class and Collective immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties’ willingness to stipulate to class and collective certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class or collective should be certified in any other lawsuit.

TERMS OF AGREEMENT

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

16. Funding of the Gross Fund. Within fourteen (14) calendar days of the Effective Date, Defendants will make a one-time deposit of the Gross Fund into a Qualified Settlement Fund established by the Settlement Administrator pursuant to Section 468B(g) of the Internal Revenue Code. Additionally, seven (7) days after the close the Collective Members’ Opt-in Period or Re-Mailing Opt-in Period, whichever is later, the Settlement Administrator will provide the Settling Parties with a register of all participating Settlement Class Members, Settlement Collective Members, and PAGA Group Members, the total amount to be paid to them under the terms of the Agreement, the total amount necessary to satisfy all individual payments to the such individuals, and the total amount necessary to pay the Employer’s

share of payroll taxes arising out of the individual payments to such individuals. Within seven (7) days of receiving this register and calculations from the Settlement Administrator, Defendants will pay to the Qualified Settlement Fund a sum equivalent to the total, additional amount needed, if any, to make all individual payments to Settlement Class Members, Settlement Collective Members, and PAGA Group Members inclusive of Defendants' share of payroll taxes.

17. Distribution of the Gross Fund: The Settlement Administrator will issue payments due under the Settlement and approved by the Court, within 21 days of the close of the Collective Members' Opt-in Period or Re-Mailing Opt-in Period, whichever is later, as follows: (a) Individual Settlement Payments to Settlement Class Members, Settlement Collective Members, and California-based Collective Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA Payment to the Labor and Workforce Development Agency; (d) Enhancement Payment to Plaintiffs; and (e) Attorneys' Fees and Costs to Class Counsel.

The Settlement Administrator, who will be selected by Class Counsel, subject to Defendants' approval, will administer this Settlement, and will issue to Settlement Class Members, Settlement Collective Members, and PAGA Group Members forms W-2 (for wage payments) and/or forms 1099 (for penalties and interest) for all amounts paid under this Settlement consistent with the terms specified herein, making all deductions and withholdings required under law. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant. The Settlement Administrator also will establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement. The Settlement Administrator will also issue a Court-approved payment to itself for services performed in connection with the Settlement.

The Settlement Administrator shall not share the information with any third party. To the extent any Class Members, Collective Members and/or PAGA Group Members contact Defendants regarding Agreement, they will be referred to the Preliminary Approval Notice and/or FLSA Settlement Approval Notice, as applicable, and provided contact information for the Settlement Administrator to receive another copy of the Preliminary Approval Notice and/or FLSA Settlement Approval Notice, as applicable,

1 if they do not have a copy of it.

2 18. Attorneys' Fees and Costs. Class Counsel will request, and Defendants will not oppose,
3 that the Court approve an award of attorneys' fees in an amount not to exceed 35% of the Gross Fund
4 (e.g., \$350,000) plus costs in an amount not to exceed \$45,000.00 associated with Class Counsel's
5 litigation and settlement of the Action, both of which will be paid from the Gross Fund subject to Court
6 approval. These amounts will cover any and all work performed and any and all costs incurred by Class
7 Counsel in connection with the litigation of the Action, including without limitation all work performed
8 and costs incurred to date, and all work to be performed and all costs to be incurred in connection with
9 obtaining the Court's approval of this Agreement, including any objections raised and any appeals
10 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
11 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
12 Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net
13 Settlement Fund for the benefit of Settlement Class Members.

14 The Court's approval of fees and costs requested by Class Counsel is not a material term of the
15 Settlement. If the Court does not approve or approves only a lesser amount than that requested by Class
16 Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's refusal
17 to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiffs or Class
18 Counsel any basis to abrogate the Settlement. Any amount of an attorneys' fees and costs award requested
19 by Class Counsel, but unapproved by the Court shall be allocated to the Net Settlement Fund.

20 19. Enhancement Payment. In recognition of their efforts and work in prosecuting the Action,
21 Defendants agree not to oppose or impede any application or motion for Enhancement Payment in an
22 amount up to Five Thousand dollars (\$5,000.00) each to Plaintiffs Sheila Lopez, Georgina Bautista, and
23 Fe Adriano , in exchange for Plaintiffs executing a general release of claims as further described herein.
24 The Enhancement Payment, which will be paid from the Gross Fund, subject to Court approval, will be
25 in addition to Plaintiffs' Individual Settlement Payment and Individual PAGA Payment (if applicable)
26 that are to be paid pursuant to the settlement. The Parties agree that, for purposes of this settlement, 100%
27 of the Enhancement Payment will be allocated to 1099 income. The Settlement Administrator will issue
28 an IRS Form 1099 to Plaintiffs for the Enhancement Payment, and Plaintiffs shall be solely and legally

1 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
2 the amounts received. Plaintiffs agree to indemnify and hold Defendants harmless from any claim or
3 liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court
4 approve the Enhancement Payment to Plaintiffs in an amount that is less than that set forth above, the
5 difference between the lesser amounts approved by the Court and the amounts allocated toward the
6 Enhancement Payment will be part of the Net Settlement Fund for the benefit of Settlement Class
7 Members.

8 The Court's approval of an Enhancement Payment is not a material term of the Settlement. If the
9 Court does not approve or approves only a lesser amount than that requested by Plaintiffs for an
10 Enhancement Payment, the other terms of the Settlement shall still apply. The Court's refusal to approve
11 the Enhancement Payment requested by Plaintiffs does not give any basis to abrogate the Settlement. Any
12 amount of the Enhancement Payment requested by Plaintiffs, but unapproved by the Court shall be
13 allocated to the Net Settlement Fund.

14 20. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
16 which is currently estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).
17 These costs, which will be paid from the Gross Fund, subject to Court approval, will include, *inter alia*,
18 printing, distributing, and tracking Preliminary Approval Notices and FLSA Settlement Approval Notices
19 and other documents for this Settlement, calculating and distributing payments due under the Settlement,
20 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
21 remittances, providing necessary reports and declarations, and other duties and responsibilities set forth
22 herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement
23 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
24 deducted from the Gross Fund, subject to approval by the Court. Any portion of the estimated, designated,
25 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
26 Settlement Administrator to undertake the requirement settlement administration duties will become part
27 of the Net Settlement Fund.

28 21. Labor and Workforce Development Agency Payment. Subject to approval by the Court,

1 the Parties agree that the amount of fifty thousand dollars (\$50,000.00) from the Gross Fund will be
2 allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
3 2698, *et seq.* (“PAGA Fund”), of which sixty-five percent (65%), or \$32,500, will be paid to the LWDA
4 (i.e., the LWDA Payment) and thirty-five percent (35%) or, \$17,500 (“PAGA Settlement Fund”), will
5 be distributed to PAGA Group Members.

6 22. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members
7 and PAGA Group Members shall not be required to submit a claim in order to receive a share of the Net
8 Settlement Fund (as a Class Member) and PAGA Settlement Fund, respectively. Individual Settlement
9 Shares and Individual PAGA Payment will be calculated and apportioned as follows:

10 a. The pro rata portion of the Net Settlement Fund shall be determined by assigning
11 a point value to each Workweek in a qualifying position (reflected in paragraphs 14(e) and 14(i) above)
12 during the applicable FLSA Period and Class Period. Partial Workweeks will be counted as full
13 Workweeks. Each Workweek during the Class Period shall be assigned two points. Each Workweek
14 during the FLSA Period shall be assigned one point. The pro rata portion shall be determined by dividing
15 the total number of points into the Net Settlement Fund to arrive at a value per point (“point value”),
16 and multiplying each Settlement Class Member’s and Settlement Collective Member’s total points by
17 the point value. For the avoidance of doubt, an employee who qualifies as both a Settlement Collective
18 Member and a Settlement Class Member may receive three total points for the same Workweek.

19 b. Individual PAGA Payment: The pro rata portion of the PAGA Settlement Fund
20 shall be determined by dividing the total number of PAGA Pay Periods worked in a qualifying position
21 (reflected in paragraph 6(z) above) during the PAGA Period into the PAGA Settlement Fund to arrive
22 at a value per PAGA Pay Period for each eligible PAGA Group Member. The value per PAGA Pay
23 Period shall be multiplied by the number of PAGA Pay Periods worked by each PAGA Group Member
24 during the PAGA Period. Partial PAGA Pay Periods will be counted as full PAGA Pay Periods.

25 23. Settlement Awards Do Not Trigger Additional Benefits. The payments made pursuant to
26 this settlement shall not have any effect on the eligibility or calculation of any employee benefits provided
27 by Defendants or any benefits plan. The Parties agree these payments do not represent any modification
28 of any employee’s previously-credited hours of service or other eligibility criteria under any employee

pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan or other program or policy.

24. Delivery of the Class List. Within seven (7) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator and Class Counsel.

25. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Preliminary Approval Notice in English (in the form attached as **Exhibit A** to this Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Preliminary Approval Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Preliminary Approval Notice within five (5) calendar days.

26. Notice to PAGA Group Members. PAGA Group Members will not be able to opt out of settlement of the PAGA claims and release of PAGA claims. The notice to PAGA Group Members, sent within 21 days of the close of the Collective Members' Opt-in Period or Re-Mailing Opt-in Period, whichever is later, and will inform them of the amount they will receive for their PAGA claims and that they will not be able to opt out of the settlement and release of the PAGA claims. Along with their notice, PAGA Group Members will be sent a settlement check associated with their eligibility as PAGA Group Members. For PAGA Group Members who are also Settlement Class Members and who did not opt out of the Settlement, their settlement payments shall be combined on a single check.

27. Notice and Opt-In Procedure for Collective Members. Within 21 days of the Effective Date, the Settlement Administrator shall send via First Class U.S. Mail an Approval Notice (in the form attached as **Exhibit B** to this Agreement) along with an enclosed Consent to Join and Release Form and a postage-paid return envelope, to all Collective Members residing outside of California (the "Non-

California Collective Members”). Each Consent to Join and Release shall include a unique number or other mark identifying the Non-California Collective Member to whom it was sent. If any Approval Notice is returned as undeliverable for a Non-California Collective Member, the Settlement Claims Administrator shall promptly attempt to locate such Non-California Collective Member up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Approval Notice to such person. In order for the Non-California Collective Member become Settlement Collective Members and receive any monetary proceeds from the settlement, the Settlement Administrator must receive their original, properly-executed, and completed Consent to Join and Release Form by e-mail or facsimile within 60 days (or, if sent by U.S. First Class Mail, postmarked no later than 60 days) after the date the Approval Notices were initially mailed to the Collective Members (the “FLSA Claim Bar Date”), unless otherwise agreed by the parties. 30 days after the initial mailing of the Approval Notice to Non-California Collective Members, the Settlement Administrator will distribute a reminder postcard by email and First Class U.S. Mail to any Non-California Collective Member who has not returned a Consent to Join and Release Form. In the event that, before the FLSA Claim Bar Date, Class Counsel or the Settlement Administrator becomes aware that a Non-California Collective Member did not receive the Approval Notice or misplaced the Approval Notice, the Settlement Claims Administrator shall mail an additional Approval Notice to the Non-California Collective Member. To the extent any mailed Approval Notice was not received by a Non-California Collective Member and/or is returned as undeliverable within the 60-day FLSA Claim Bar Date, such person shall be permitted the longer of 45 days from the re-mailing of the Approval Notice or the FLSA Claim Bar Date to return his or her properly-executed and completed Consent to Join and Release Form (“Re-mailing Claim Bar Date”). Such Consent to Join and Release Form must be received by the Settlement Administrator postmarked by, or received by e-mail or facsimile, on or before the Re-mailing Claim Bar Date.

28. 21 days after the close of the Non-California Collective Members’ Opt-in Period or their Re-Mailing Opt-in Period, whichever is later, and the Settlement Administrator will mail each Settlement Collective Member a settlement check. To the extent applicable, a Settlement Collective Member, Settlement Class Member and PAGA Group Member’s settlement awards may be issued jointly on one

1 check.

2 29. At the same time, that is, 21 days after the close of the Non-California Collective Members'
3 Opt-in Period or Re-Mailing Opt-in Period, whichever is later, the Settlement Administrator will mail
4 each California-based Collective Member a settlement check with opt-in and release language regarding
5 the Released FLSA Claims printed on the backs of any such settlement check, with instructions that
6 endorsing and/or negotiating such check constitutes consent under the FLSA to opt into the collective
7 action. The language to be included will be substantially similar to the following:

8 "My endorsing, cashing, or depositing of this check constitutes my consent to join the
9 lawsuit entitled *Lopez, et al. v. WFG National Title Insurance Company, et al.*, pending in
10 the Superior Court of the State of California for the County of San Diego, Case No.
11 _____, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29
U.S.C. Section 216(b)."

12 Those California-based Collective Members who timely endorse and/or negotiate their settlement check
13 shall opt into the collective action with respect to claims under the FLSA and be considered Settlement
14 Collective Members. For California-based Collective Members who are also Settlement Class Members
15 and who did not opt out of the Settlement, their settlement payments may be combined in the same
16 envelope, but may not be combined on the same check. For the avoidance of doubt, such individuals
17 would receive two checks in a single envelope.

18 30. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
19 number of Workweeks to which they have been credited, as reflected in their respective Preliminary
20 Approval Notices. In order to dispute Workweeks, Class Members must submit a written letter to the
21 Settlement Administrator that: (a) contains the case name and number of the Lopez Action, (b) is signed
22 by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of
23 the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member
24 disputes the number of Workweeks credited to him or her and what he or she contends is the correct
25 number to be credited to him or her, (e) includes information and/or attaches documentation
26 demonstrating that the number of Workweeks that he or she contends should be credited to him or her
27 are correct, and (f) is returned by mail to the Settlement Administrator at the specified address,
28 postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope

on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

31. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payment in accordance with this Agreement. All settlement checks mailed out will expire after 120 days. However, 60 days after first distributing settlement checks, the Settlement Administrator shall distribute reminder postcards via U.S. Mail and e-mail to all Settlement Collective Members, all Settlement Class Members, and all PAGA Group Members, who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so.

32. The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Collective Members, Settlement Class Members and PAGA Group Members' checks will escheat to the recipients' state's unclaimed property fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and Individual PAGA Payment checks. Settlement Collective Members, Settlement Class Members and PAGA Group Members whose checks are cancelled shall, nevertheless, be bound by this Agreement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384. Portions of the Net Settlement Fund attributed to Collective Members who do not participate in the settlement by failing to timely (i) returning an executed Consent to Join and Release Form (as to Non-California Collective Members); or (ii) failing to timely endorse and/or negotiate a settlement check (as to California-based Collective Members) shall revert to and be retained

1 by Defendants 150 days after the distribution of Individual Settlement Payments pursuant to this
2 Agreement, as such individuals will not have released their Released FLSA Claims.

3 33. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
4 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
5 Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing
6 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
7 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel
8 the Requests for Exclusion that were timely submitted, and also identify the individuals who have
9 submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in
10 advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is
11 prohibited from making any objection to the Settlement. Any Class Member who validly requests to be
12 excluded from the Settlement will not be a Settlement Class Member and will not have any right to
13 object, appeal, or comment on the Settlement; however, if the Class Member worked during the PAGA
14 Period, he or she will remain a PAGA Group Member, will receive an Individual PAGA Payment, and
15 will be bound by the PAGA Settlement and Released PAGA Claims.

16 34. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
17 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and
18 valid Request for Exclusion will be bound by all of the terms of the Agreement, including and not
19 limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered
20 by the Court if it grants Final Approval to the Settlement.

21 35. Procedures for Objecting to the Settlement. To object to the Settlement, Class Members
22 who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a timely and
23 complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
24 Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all
25 information required by this Agreement. The postmark date will be deemed the exclusive means for
26 determining that the Notice of Objection is timely. In lieu of a written objection, Settlement Class
27 Members can also appear at the Final Approval Hearing to address their objections with the Court. At
28 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class

Members to object to the Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection at the Final Approval Hearing.

36. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks (including providing those disputes); (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection (including providing those Requests for Exclusion and Notices of Objection; and (c) the number of undeliverable and re-mailed Preliminary Approval Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

37. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

38. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: 25% to wages and 75% to penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members and Settlement Collective Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The employer's share of taxes and contributions on the wages portion of any distribution from the Net Settlement Fund will be paid separately and in addition to the Gross Fund.

39. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Settlement Collective Members,

1 PAGA Group Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by
2 law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also be
3 responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate
4 government authorities.

5 40. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not
6 intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall
7 anything in this Agreement be relied on as such. Plaintiffs, Settlement Class Members, Settlement
8 Collective Members, and PAGA Group Members understand and agree that they will be solely
9 responsible for correctly characterizing any compensation received under the settlement on his/her
10 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
11 the settlement.

12 41. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
13 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
14 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
15 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
16 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
17 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
18 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
19 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
20 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
21 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
22 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
23 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT

1 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
2 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
5 BY THIS AGREEMENT.

6 42. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
9 of action or right herein released and discharged.

10 43. Release of Claims by Settlement Class Members and Settlement Collective Members.
11 Upon the Effective Date and distribution of Individual Settlement Payments, Plaintiffs and all Class
12 Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members),
13 will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and
14 discharged the Released Parties of all Released Class Claims during the Class Period, except as to the
15 right to enforce the terms and conditions of this settlement. Additionally, upon the Effective Date and
16 distribution of Individual Settlement Payments, Plaintiffs and each Collective Member who timely
17 participates in the settlement by timely returning their Consent to Join and Release Form (i.e., Settlement
18 Collective Members) will be deemed to have fully, finally and forever released, settled, compromised,
19 relinquished, and discharged the Released Parties of all Released FLSA Claims during the FLSA Period,
20 except as to the right to enforce the terms and conditions of this settlement. Finally, upon the Effective
21 Date and distribution of Individual PAGA Payments, Plaintiffs, PAGA Group Members, the Labor &
22 Workforce Development Agency, and the State of California will be deemed to have fully, finally and
23 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
24 Released PAGA Claims during the PAGA Period, except as to the right to enforce the terms and
25 conditions of this settlement.

26 44. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and in
27 exchange for receiving and accepting an Enhancement Payment, Plaintiffs will be deemed to have fully
28 released and discharged the Released Parties of and from all claims arising from his employment with

Defendants, separation of employment from Defendants, and any acts that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefits Protection Act (“OWBPA”), Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. The Enhancement Payment will be paid to Plaintiffs specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties with respect to the claims released herein. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

45. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs’ Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for

1 drafting and submit this Agreement to the Court in support of said motion. Class Counsel will provide
2 Defendants' Counsel a draft of the Preliminary Approval Motion at least five (5) calendar days before
3 the filing deadline. Defendants agree not to oppose the Motion for Preliminary Approval of the
4 Settlement consistent with this Agreement. Said motion shall apply to the Court for the entry of an order
5 ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
6 following:

- 7 a. Conditionally certifying the Class for settlement purposes only;
- 8 b. Granting Preliminary Approval of the Settlement;
- 9 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 10 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 11 e. Approving, as to form and content, the mutually-agreed upon and proposed
12 Preliminary Approval Notices and FLSA Settlement Approval Notices and directing their mailing to the
13 Class and Collective by first class mail;
- 14 f. Approving the manner and method for Class Members to request exclusion from
15 the Settlement as contained herein and within the Preliminary Approval Notice; and
- 16 g. Scheduling a Final Approval Hearing at which the Court will determine whether
17 the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class
18 Members, Collective Members, and PAGA Group Members.

19 46. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
20 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
21 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
22 payable for (a) Individual Settlement Payments; (b) the LWDA Payment; (c) Individual PAGA
23 Payments; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
24 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
25 Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking
26 Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the Final
27 Approval Motion before the filing deadline. By way of said motion, Plaintiffs will apply for the entry
28 of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"),

1 which will provide for, in substantial part, the following:

2 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
3 consummation of its terms and provisions;

4 b. Certification of the Settlement Class Members, Collective Members, and PAGA
5 Group Members;

6 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

7 d. Approval of the application for Enhancement Payment to Plaintiff;

8 e. Directing Defendants to fund all amounts due under the Agreement and ordered
9 by the Court; and

10 f. Entering judgment in the Lopez Action barring and enjoining all Settlement Class
11 Members and Settlement Collective Members from prosecuting the Released Class Claims and Released
12 FLSA Claims, respectively, and PAGA Group Members from prosecuting the Released PAGA Claims,
13 against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with
14 California Rules of Court 3.769 and the Agreement, to ensure the continuing implementation of the
15 provisions of this Settlement.

16 47. Termination or Revocation of Settlement.

17 a. If the Court finds the Gross Fund to be insufficient to warrant Preliminary
18 Approval or Final Approval of the Settlement, Defendants may, at its election, rescind the Agreement
19 and all actions taken in furtherance of it will thereby be null and void.

20 48. Effects of Termination of the Settlement. Termination of the Agreement shall have the
21 following effects:

22 a. The Agreement shall be void and shall have no force or effect, and no Party shall
23 be bound by any of its terms;

24 b. In the event the Agreement is terminated, Defendants shall have no obligation to
25 make any payments to any Party, Class Member, Collective Member, PAGA Group Member, or attorney,
26 except that the terminating Party shall pay the Settlement Administrator for services rendered up to the
27 date the Settlement Administrator is notified that the Settlement has been terminated;

28 c. The Preliminary Approval Order, Final Approval Order and Judgment, including

any order certifying the Class, shall be vacated;

d. The Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Memorandum of Understanding;

e. Neither this Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning.

49. Escalator Clause. Defendants represent that during the periods at issue in this Agreement, there are no more than: (i) 637 Class Members who worked a total of no more than 63,982 Workweeks; 251 Non-California Collective Members who worked a total of no more than 34,136 Workweeks; and (iii) 371 PAGA Group Members who worked a total of no more than 8,758 PAGA Pay Periods. If the number of Class Members, and their Workweeks; Non-California Collective Members and their Workweeks; and/or PAGA Group Members and their PAGA Pay Periods, at issue is more than the numbers represented in this Paragraphs, the Parties will discuss in good faith whether to include these individuals subject to a pro rata increase of the Gross Fund based on additional individuals and/or Workweeks/PAGA Pay Periods, as relevant. While Defendants are not obligated to increase the Gross Fund in the event there are additional Class Members, Non-California Collective Members and PAGA Group Members and/or their associated Workweeks or PAGA Pay Periods at issue, Plaintiffs likewise are not obligated to permit inclusion of any additional such individuals and/or Workweeks or PAGA Pay Periods into the settlement absent a pro rata increase to the Gross Fund.

50. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement. The Parties

1 agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

2 51. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
3 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
4 Any exhibits to this Agreement are an integral part of the Settlement.

5 52. Disputes. Any disputes arising out of or relating to this Settlement will be submitted first
6 to a mutually agreed upon mediator for mediation. The Parties will split the costs of the mediator and all
7 Parties will bear their own attorneys' fees and other costs incurred. However, to the extent the parties are
8 unable to resolve their disputes via mediation, the aggrieved party may seek Court intervention. In such
9 an event, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs
10 from the non-prevailing party. Additionally, to the extent Defendants fail to timely pay all sums due by
11 virtue of this Agreement, Plaintiffs shall be entitled to the immediate entry of a Final Judgment in a form
12 sufficient to permit collection of all outstanding sums owed.

13 53. Entire Agreement. This Agreement and any attached exhibits constitute the entirety of
14 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
15 deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and
16 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
17 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
18 that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms
19 of this Agreement.

20 54. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
21 Actions (including with respect to California Code of Civil Procedure section 583.310), except such
22 proceedings necessary to implement and complete the Agreement, pending the Final Approval Hearing
23 to be conducted by the Court.

24 55. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
25 this Agreement except by written agreement signed by counsel for all Parties, and subject to any
26 necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute
27 a waiver of any other provision.

28 56. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they

are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

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

58. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

59. California Law Governs. All terms of this Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

60. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, including via electronic means. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

61. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

62. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,

the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

63. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agrees to sign this Agreement and, by signing this Agreement, is hereby bound by the terms herein.

64. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they violated any state, federal, or local law; any regulations or guidelines promulgated pursuant to any statute or other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

65. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

66. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

67. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

68. All Terms Subject to Final Court Approval. All amounts and procedures described in this Agreement herein will be subject to final Court approval.

69. Notices. All notices, demands, and other communications to be provided concerning this Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Gregg I. Shavitz, Esq.
Paolo Meireles, Esq.
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 3343

Eric K. Yaeckel, Esq.
**SULLIVAN & YAECKEL
LAW GROUP, APC**
2330 3rd Ave.
San Diego, CA 92102

Benjamin Galdston, Esq.
OMNUM LAW APC
4350 Executive Drive, Suite 350
San Diego, CA 92121

To Defendants:

Michael King, Esq.
HENNELLY & GROSSFELD LLP
10900 Wilshire Blvd Suite 400
Los Angeles, CA 90024-6513

Tim L. Johnson, Esq.
Yousaf M. Jafri, Esq.
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122

70. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

71. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

72. Integration Clause. This Agreement 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. Upon execution and entry of the Final Approval Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF GEORGINA BAUTISTA

Dated: 08/06/2024

bgie

Georgina Bautista

PLAINTIFF SHEILA LOPEZ

Dated: _____

Sheila Lopez

PLAINTIFF FE ADRIANO

Dated: _____

Fe Adriano

DEFENDANTS

WFG National Title Insurance Company

Dated: _____

Full Name: _____

Title: _____

On behalf of WFG National Title Insurance Company

Williston Financial Group, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Williston Financial Group, LLC

WFG National Title Company of California

Dated: _____

1 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
2 agreements, understandings, representations, and statements, whether oral or written and whether by a
3 Party or such Party's legal counsel, are merged herein. Upon execution and entry of the Final Approval
4 Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in
5 writing.

6 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
7 Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

8 **IT IS SO AGREED.**

9 **PLAINTIFF GEORGINA BAUTISTA**

10 Dated: _____

Georgina Bautista

11
12 **PLAINTIFF SHEILA LOPEZ**

13 Dated: 8/9/24

Sheila Lopez

14
15 **PLAINTIFF FE ADRIANO**

16 Dated: _____

Fe Adriano

17
18 **DEFENDANTS**

19 WFG National Title Insurance Company

20 Dated: _____

Full Name: _____

Title: _____

On behalf of WFG National Title Insurance Company

Williston Financial Group, LLC

21
22
23
24 Dated: _____

Full Name: _____

Title: _____

On behalf of Williston Financial Group, LLC

WFG National Title Company of California

25
26
27
28 Dated: _____

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. Upon execution and entry of the Final Approval Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF GEORGINA BAUTISTA

Dated: _____

Georgina Bautista

PLAINTIFF SHEILA LOPEZ

Dated: _____

Sheila Lopez

PLAINTIFF FE ADRIANO

Dated: 08/06/2024 _____



Fe Adriano

DEFENDANTS

WFG National Title Insurance Company

Dated: _____

Full Name: _____

Title: _____

On behalf of WFG National Title Insurance Company

Williston Financial Group, LLC

Dated: _____

Full Name: _____

Title: _____

On behalf of Williston Financial Group, LLC

WFG National Title Company of California

Dated: _____

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. Upon execution and entry of the Final Approval Order and Judgment, all prior writings are null and void. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF GEORGINA BAUTISTA

Dated: _____

Georgina Bautista

PLAINTIFF SHEILA LOPEZ

Dated: _____

Sheila Lopez

PLAINTIFF FE ADRIANO

Dated: _____

Fe Adriano

DEFENDANTS

WFG National Title Insurance Company

Dated: 8/6/2024 _____

DocuSigned by:
Joseph V. McCabe
7DE2E739FB754B5
Full Name: Joseph V. McCabe
Title: EVP, General Counsel
On behalf of WFG National Title Insurance Company

Williston Financial Group, LLC

Dated: 8/6/2024 _____

DocuSigned by:
Joseph V. McCabe
7DE2E739FB754B5
Full Name: Joseph V. McCabe
Title: EVP, General Counsel
On behalf of Williston Financial Group, LLC

WFG National Title Company of California

Dated: 8/6/2024 _____

DocuSigned by:
Joseph V. McCabe
7DE2E739FB754B5

Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of WFG National Title Company of California

WFG National Title Company of Clark County WA, LLC

Dated: 8/6/2024

DocuSigned by:
Joseph V. McCabe
7952E739FB754B5...
 Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of WFG National Title Company of Clark County WA, LLC

WFG National Title of Washington, LLC

Dated: 8/6/2024

DocuSigned by:
Joseph V. McCabe
7DE2E739FB754B5...
 Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of WFG National Title of Washington, LLC

WFG National Title of Texas, LLC

Dated: 8/6/2024

DocuSigned by:
Joseph V. McCabe
7952E739FB754B5...
 Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of WFG National Title of Texas, LLC

WFG Lender Services, LLC

Dated: 8/6/2024

DocuSigned by:
Joseph V. McCabe
7DE2E739FB754B5...
 Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of WFG Lender Services, LLC

MyHome, a Willison Financial Group Company (formerly Williston Enterprise Solutions & Technology)

Dated: 8/6/2024

DocuSigned by:
Joseph V. McCabe
7952E739FB754B5...
 Full Name: Joseph V. McCabe
 Title: EVP, General Counsel
 On behalf of MyHome, a Willison Financial Group Company

Exhibit A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Lopez, et al. v. WFG National Title Insurance Company, et al.

[California court, Case No. _____]

If you were employed by WFG as a non-exempt classified employee (“Covered Position”) in California at any time from April 19, 2018, through March 1, 2024, you could be a Class Member and receive a payment from a proposed class action settlement.

You are not being sued. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of California for the County of San Diego (the “Court”) has preliminarily approved a class action settlement that may affect your legal rights. The proposed settlement resolves a class action lawsuit filed by Sheila Lopez, Georgina Bautista, and Fe Adriano (collectively, “Plaintiffs”) against WFG National Title Insurance Company, Williston Financial Group, LLC, MyHome, a Williston Financial Group Company (formerly Williston Enterprise Solutions & Technology), WFG National Title Company of California, WFG National Title Company of Clark County WA, LLC, WFG National Title of Washington, LLC, WFG National Title Company of Texas, LLC, and WFG Lender Services, LLC (collectively, “WFG” or “Defendants”) – *Lopez, et al. v. WFG National Title Insurance Company, et al.*, Sup. Ct. San Diego Co., Case No. [_____] (the “Lawsuit”).

- This Lawsuit is based on various allegations pursuant to California law, including but not limited to, Plaintiffs’ claims that WFG (i) failed to pay Class Members all overtime wages owed; (ii) failed to pay Class Members for all time worked; (iii) failed to provide Class Members required meal periods in California or premium payments in lieu thereof; (iv) failed to reimburse Class Members for necessary business expenses; (v) failed to provide Class Members accurate wage statements; and (vi) failed to timely pay Class members wages upon termination. The lawsuit also asserts violations of the California Private Attorneys General Act of 2004 (“PAGA”) and the federal Fair Labor Standards Act (“FLSA”). Depending on your dates of employment, you may qualify for recovery under those claims as part of this settlement to the extent the Court grants final approval of this settlement.
- The settlement provides cash payments to Class Members who worked for WFG in California in a Covered Position at any time from April 19, 2018, through March 1, 2024 (the “Class Period”), based on the number of weeks each Class Member worked during the Class Period. As an individual eligible to participate in the settlement, to the extent the Court grants final approval of the settlement, you are estimated to receive a gross settlement payment related to the class claims (i.e., before tax withholdings) of up to approximately \$_____.
- To the extent the Court grants final approval of the settlement, the settlement also provides for additional cash payments to Class Members who worked for WFG in California at any time from April 3, 2022, through March 1, 2024 (the “PAGA Period”), based on the number of pay periods each eligible Class Member worked during the PAGA Period.
- Finally, to the extent the Court grants final approval of the settlement, the settlement also provides additional cash payments to all those who worked for WFG as non-exempt classified Escrow Officers, or individuals in similar positions however variously titled, anywhere in the United States at any time from April 19, 2019, through March 1, 2024 (the “FLSA Period”), based on the number of weeks each eligible individual worked during the FLSA Period.
- WFG denies Plaintiffs’ contentions and maintains it has fully complied with the law. By entering into this settlement, WFG in no way admits any violation of law or any liability whatsoever to Plaintiffs or Class Members, individually or collectively, and expressly denies all such liability.
- Plaintiffs and WFG have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by WFG, and numerous potential appellate issues—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws and class, collective, and representative claims at issue.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFFS OR DEFENSES ASSERTED BY WFG.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and be bound by the release provisions in the Settlement Agreement.
OPT OUT	You may opt out of the settlement by submitting a request for exclusion in the manner discussed below. If you opt out, you may not object to the settlement, you shall not receive an Individual Settlement Payment, and you shall not be bound by the release provisions in the Settlement Agreement. However, regardless if you choose to opt out, to the extent the Court grants final approval of the settlement and you worked within the PAGA Period and/or FLSA Period (as a non-exempt Escrow Officer) identified above, you will still be sent a settlement check associated with those claims, as more fully described herein.
OBJECT	You may object to the settlement by submitting a written objection. You may also appear at the Final Approval hearing to have your objection heard by the Court. If the Court grants final approval of the settlement despite your objection, you still will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and be bound by the release provisions in the Settlement Agreement. However, you can only file an objection if you do not opt out of the settlement.

1. Why Did I Receive This Notice?

You are receiving this California Notice of Pending Class Action Settlement (“California Notice”) because WFG’s records show that you are a person who is or was employed by WFG in a Covered Position in California at any time since April 19, 2018, through March 1, 2024 (“Class Member”). As a Class Member, you may be entitled to share in the funds to be made available for settlement of the Lawsuit.

Because the settlement preliminarily approved by the Court would affect Class Members’ legal rights, the Court ordered that this California Notice be sent to you. This California Notice provides a brief description of the Lawsuit, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the settlement. If finally approved by the Court, the settlement will fully resolve the Lawsuit and your legal rights may be affected by the settlement.

The terms of the settlement are set forth in detail in the Stipulation of Class, Collective, and Representative Action Settlement (“Settlement Agreement”). You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the “Settlement Administrator”). Details about how to get additional information about the Settlement Agreement are provided at the end of this California Notice.

2. What Is the Lawsuit About?

On [date of lawsuit], Plaintiffs, on behalf of themselves and all others similarly situated, filed the initial complaint in this Lawsuit in the Superior Court of California for the County of San Diego. The operative complaint alleges the following claims under California and federal law: (1) failure to pay all overtime wages; (2) failure to pay for all time worked; (3) failure to provide required meal periods in California or premium payments in lieu thereof;

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

(4) failure to reimburse for necessary business expenses; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination; and (7) violations under the PAGA.

WFG denied and continues to deny (i) all of the allegations made by Plaintiffs, (ii) that it violated any applicable laws, (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Lawsuit, and (iv) that class certification, collective action certification, or representative treatment of the Lawsuit or any of Plaintiffs' alleged claims is proper. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification, collective action certification, or representative treatment is appropriate for any purpose other than settlement purposes alone, WFG has agreed to settle the Lawsuit on the terms and conditions set forth in this Settlement Agreement, to avoid the burden, expense, and uncertainty of continuing the Lawsuit.

The Court has preliminarily approved Plaintiffs' counsel Paolo Meireles of Shavitz Law Group, P.A.; Benjamin Galdston of Omnum Law APC; and Eric Yaeckel of Sullivan & Yaeckel Law Group, APC as Class Counsel. Based on their investigation and evaluation, Class Counsel is of the opinion that the terms set forth in the Settlement Agreement are fair, reasonable, adequate, and in the best interests of Class Members.

3. What Are the Payments Under the Settlement?

a. Overall Summary of Settlement Payments

WFG agrees to pay a maximum potential settlement amount of One Million Dollars and Zero Cents (\$1,000,000.00) (the "Gross Fund"). The \$1,000,000.00 Gross Fund is inclusive of (i) any award by the Court to Class Counsel for attorneys' fees and costs associated with the litigation ("Attorneys' Fees and Costs"), (ii) any award by the Court to Plaintiffs in recognition of their efforts and work in prosecuting the Lawsuit and specifically in exchange for their general release of claims ("Enhancement Payments"), (iii) any costs of settlement administration approved by the Court for administering the settlement ("Settlement Administration Costs"), and (iv) the PAGA Fund in the amount of \$50,000, of which \$32,500 will be paid to the Labor & Workforce Development Agency (the "LWDA Payment") and \$17,500 will be distributed to PAGA Group Members (the "PAGA Settlement Fund").

The remaining portion of the Gross Fund available for distribution to Class Members and others covered by the settlement is the "Net Settlement Fund," to be allocated based on the number of workweeks each individual worked in a Covered Position during the Class Period and/or as a non-exempt classified Escrow Officer during the FLSA Period, on a pro-rata basis. Likewise, all non-exempt employees who worked in a Covered Position in California during the PAGA Period ("PAGA Group Members") will receive a pro rata portion of the PAGA Settlement Fund based on the number of pay periods each individual worked during the PAGA Period. Partial weeks will be counted as full weeks.

b. Individual Settlement Payments

Each Class Member who does not timely and properly opt out of the Settlement ("Settlement Class Members") will be entitled to receive a portion of the Net Settlement Fund based on the Settlement Formula above ("Individual Settlement Payments"). The Settlement Administrator will calculate Individual Settlement Payments for all Settlement Class Members.

1. Applicable Tax Withholding and Responsibility for Taxes

Each Class Member's Individual Settlement Payment from the Net Settlement Fund will be characterized as 75% 1099 income and 25% W-2 income. In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Class Members for their respective Individual Settlement Payments. Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless WFG from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

2. Undeliverable or Uncashed Checks

Any settlement check returned to the Settlement Administrator as undeliverable shall be remailed. Settlement checks left uncashed 180 calendar after the initial distribution will escheat to the State of California's Controller, to be held in the name of each expired check payee.

c. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be deducted from the Gross Fund. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of up to 35% of the Gross Fund (or \$350,000.00) and costs in the amount of up to \$45,000.00.

The Court's approval of an Attorneys' Fees and Costs Award is not a material term of the settlement.

d. Class Representative Enhancement Payments

Class Counsel intends to request that the Court approve Enhancement Payments for Plaintiffs in the total amount of up to \$15,000.00 (i.e., \$5,000.00 each). Plaintiffs' Enhancement Payments are in addition to Plaintiffs' Individual Settlement Payment.

The Court's approval of Plaintiffs' Enhancement Payments are not a material term of the settlement.

e. Settlement Administration Costs

Class Counsel intends to request that the Court approve Settlement Administration Costs of up to \$14,000.00, payable to the Settlement Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Class Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing Individual Settlement Payments. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Fund.

f. LWDA Payment

Class Counsel intends to request that the Court allocate \$50,000 to PAGA penalties and approve an LWDA Payment of \$32,500 (or 65% of the PAGA penalties) to the State of California Labor and Workforce Development Agency. Any amount of the LWDA Payment requested by Plaintiffs but not approved by the Court shall be allocated to the Net Settlement Fund. Any amount of the LWDA Payment requested by Plaintiffs but not approved by the Court shall be allocated to the Net Settlement Fund.

g. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

In exchange for your Individual Settlement Payments, you will release certain claims against WFG and their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with WFG ("Released Parties").

Your release will include any and all wage and hour claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaint in the Action, arising during the Class Period. This includes known and unknown claims arising under California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1182.12, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, the applicable IWC Wage Order(s), the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, as well as all claims arising under the listed Labor Code statutes based on the primary rights of

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

those statutes, irrespective of the theory of recovery alleged, and related claims for penalties, interest, liquidated damages, attorney fees, costs, and expenses (“Released Class Claims”).

Should the Court grant final approval of the settlement and you worked in a Covered Position in California during the PAGA Period, you will receive a check associated with the PAGA claims being resolved and you will release all claims under PAGA alleged in the operative complaint or claims that could have been alleged based on the facts therein, arising during the PAGA Period. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1182.12, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the applicable IWC Wage Order(s), as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged, and related claims for civil penalties, interest, attorney fees, costs, and expenses (“Released PAGA Claims”).

Likewise, should the Court grant final approval of the settlement and you worked in as a non-exempt classified Escrow Officer during the FLSA Period, to the extent you negotiate the settlement check that will be issued to you for your FLSA claims pursuant to this Settlement, you will release all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* (“FLSA”) that accrued during your employment in a non-exempt classified Escrow Officer during the FLSA Period, including, without limitation, all federal and state claims for unpaid minimum and overtime wages, and related claims for penalties, interest, liquidated damages, attorney fees, costs, and expenses (“Released FLSA Claims”).

5. How Do I Object to the Settlement?

If you want to participate in the settlement as a Class Member, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the settlement.

However, if you want to object to the settlement, you must take the steps below. Failure to do so will be deemed a waiver of any objections, and you will not be permitted to appear at the final approval hearing before the Court:

- (1) You can mail a written statement to the Settlement Administrator listed below.
- (2) The written statement **MUST** include: your name, address, telephone number, last four digits of your Social Security number, the basis for your objection, and the case name and number.
- (3) You may also object by appearing at the final approval hearing to state your objections to the Court.
- (4) If you file a written objection, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (5) The written statement must be postmarked by **[30 calendar days after the initial mailing of Class Notice]**.

If you fail to make an objection in the manner specified above, you shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to this settlement. The Settlement Administrator will send a copy of all written objections to all Parties involved in the Lawsuit who will file all objections with the Court within 10 calendar days after the above postmark deadline to submit objections.

If you submit an objection, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement. However, you may not assert an objection if you opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the settlement, you may opt out of the settlement. If you opt out of the settlement, you may not object to the settlement, shall not receive any Individual Settlement Payments, and shall not be bound by the release provisions in the Settlement Agreement. However, notwithstanding your decision to opt out, if the Court grants final approval of the settlement and you otherwise qualify to participate in the

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

settlement as it pertains to the PAGA and/or FLSA claims, you will still receive a settlement check in the mail associated with those claims, and you may not opt out of an approved PAGA settlement.

In order to opt out, you must take the steps below. Failure to do so will be deemed a waiver of your request to opt out of the settlement, and you will be bound by the Released Class Claims:

- (1) You must mail a written statement to the Settlement Administrator listed below.
- (2) The written statement MUST include: your name, address, telephone number, the last four digits of your Social Security number, and the case name and number.
- (3) The written statement must state in substance, "I wish to opt out of the settlement in the lawsuit *Lopez, et al. v. WFG National Title Insurance Company, et al.*, Case No. [REDACTED]."
- (4) The written statement must be postmarked by [30 calendar days after the initial mailing of Class Notice].

Any request for exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A request for exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a request for exclusion and an objection, your objection will be deemed invalid and your request for exclusion will be granted.

If you validly request to be excluded from the Settlement, you will not be able to participate in the settlement and you will not receive an Individual Settlement Payment for the release of the Released Class Claims. Notwithstanding, should the Court grant final approval of the settlement and you worked in a Covered Position in California during the PAGA Period, you will still receive a settlement payment associated with the resolution of the PAGA claims in this lawsuit and you will be bound by the Released PAGA Claims. Likewise, if the Court grants final approval and you worked as a non-exempt classified Escrow Officer during the FLSA Period, you will still receive a settlement payment based on the resolution of the FLSA claims in the settlement. If you do not want to be bound by the Released FLSA Claims, then you should not cash or tender the settlement check for the Released FLSA Claims at that time.

7. Where Can I Get Additional Information?

This notice summarizes the Lawsuit, settlement, and related matters. For more information, you may contact the Settlement Administrator or Class Counsel:

Settlement Administrator:

[XXXXXXX]

Class Counsel:

Paolo Meireles, Esq.
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 3343
Tel: (561) 447-8888
shavitz@shavitzlaw.com
www.shavitzlaw.com

Benjamin Galdston, Esq.
OMNUM LAW APC
4350 Executive Drive, Suite 350
San Diego, CA 92121
Tel: (858) 539-9767
bgaldston@omnumlaw.com
www.omnumlaw.com

Eric K. Yaeckel, Esq.
SULLIVAN & YAECKEL
LAW GROUP, APC
2330 3rd Ave.
San Diego, CA 92102
Tel: (619) 702-6760
Yaeckel@sullivanlawgroupapc.com
www.sullivanlawsd.com

You also may view the Settlement Agreement, complaint, and other documents from the Lawsuit by using ["PACER" at the Court's website (<http://www.cacd.uscourts.gov/home>)] or in the Court Clerk's office during normal working hours.

PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

Exhibit B

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF FINAL APPROVAL OF FLSA COLLECTIVE AND CALIFORNIA CLASS ACTION SETTLEMENT

Lopez, et al. v. WFG National Title Insurance Company, et al.

[California court, Case No. _____]

If you were employed by WFG as a non-exempt classified Escrow Officer, however variously titled (“Covered Position”), anywhere in the United States at any time from April 19, 2019, through March 1, 2024, you could be a Collective Member and receive a payment from a collective action settlement.

You are not being sued. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of California for the County of San Diego (the “Court”) has approved a collective action settlement that may affect your legal rights. The settlement resolves a collective action lawsuit filed by Sheila Lopez, Georgina Bautista, and Fe Adriano (“Plaintiffs”) against WFG National Title Insurance Company, Williston Financial Group, LLC, MyHome, a Williston Financial Group Company (formerly Williston Enterprise Solutions & Technology), WFG National Title Company of California, WFG National Title Company of Clark County WA, LLC, WFG National Title of Washington, LLC, WFG National Title Company of Texas, LLC, and WFG Lender Services, LLC (collectively, “WFG” or “Defendants”) - *Lopez, et al. v. WFG National Title Insurance Company, et al.*, Sup. Ct. San Diego Co., Case No. [_____] (the “Lawsuit”).

- This Lawsuit was filed pursuant to the federal Fair Labor Standards Act (“FLSA”) and claims that WFG failed to pay Collective Members all overtime wages owed. The Lawsuit also alleges similar and related violations under California law and separately resolves the claims of California-based non-exempt classified employees on a class action basis.
- The settlement provides cash payments to Collective Members who worked for WFG anywhere in the United States in a Covered Position at any time from April 19, 2019, through March 1, 2024 (the “FLSA Period”), based on the number of weeks each Collective Member worked during the FLSA Period. As an individual eligible to participate in the settlement, a Consent to Joint and Release form is enclosed with this Notice reflecting a gross settlement payment related to the collective claims (i.e., before tax withholdings) of up to approximately \$_____. To participate in the settlement, you must complete, execute, and return the Consent to Join and Release form to the Settlement Administrator postmarked by, or otherwise received on or before [the date 60 days after mailing of the Notice of Final Approval], as further described herein.
- The settlement also provides for additional cash payments to individuals who worked for WFG in as non-exempt classified employees in California at any time from April 3, 2022, through March 1, 2024 (the “PAGA Period”), based on the number of pay periods each eligible individual worked during the PAGA Period.
- Finally, the settlement also provides additional cash payments to all those who worked for WFG as a non-exempt classified employee in California at any time from April 19, 2018, through March 1, 2024 (the “Class Period”), based on the number of weeks each eligible such individual worked during the Class Period.
- WFG denies Plaintiffs’ contentions and maintains it has fully complied with the law. By entering into this settlement, WFG in no way admits any violation of law or any liability whatsoever to Plaintiffs or Collective Members, individually or collectively, and expressly denies all such liability.
- Plaintiffs and WFG have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by WFG, and numerous potential appellate issues—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws and class, collective, and representative claims at issue.

NOTICE OF COLLECTIVE AND CALIFORNIA CLASS ACTION SETTLEMENT
Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFFS OR DEFENSES ASSERTED BY WFG.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PARTICIPATE IN THE SETTLEMENT	By completing, executing and timely returning the enclosed Consent to Join and Release Form to the Settlement Administrator, you agree to (i) join this lawsuit as an “Opt-in Plaintiff,” (ii) participate in the settlement, (iii) collect your monetary settlement payment, and (iv) release your state and federal claims for unpaid overtime wages or minimum wages and any and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses (as detailed in Section 4 below).
DO NOTHING	By doing nothing, you will NOT be included in this lawsuit. This means that you will not be bound by any judgment and will not be eligible to participate in any monetary settlement or recovery of Plaintiffs’ FLSA claims. However, you keep any rights to sue WFG separately about the same legal claims in this lawsuit. You should be aware that your time to bring FLSA claims is limited by either a two- or three-year statute of limitations.

1. Why Did I Receive This Notice?

You are receiving this Notice of Final Approval of Collective Action Settlement (“FLSA Notice”) because WFG’s records show that you are a person who is or was employed by WFG in a Covered Position in the United States at any time since April 19, 2019, through March 1, 2024 (“Collective Member”). As a Collective Member, you may be entitled to share in the funds to be made available for settlement of the Lawsuit.

Because the settlement approved by the Court would affect your rights should you decide to participate in the settlement, the Court ordered that this FLSA Notice be sent to you. This FLSA Notice provides a brief description of the Lawsuit, informs you of the settlement terms approved by the Court, and advises you of your legal rights with respect to the settlement. The Court’s approval of the settlement fully resolved the Lawsuit and your legal rights may be affected by the settlement.

The terms of the settlement are set forth in detail in the Stipulation of Class, Collective, and Representative Action Settlement (“Settlement Agreement”). You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the “Settlement Administrator”). Details about how to get additional information about the Settlement Agreement are provided at the end of this FLSA Notice.

2. What Is the Lawsuit About?

On [date of lawsuit], Plaintiffs, on behalf of themselves and all others similarly situated, filed the initial complaint in this Lawsuit in the Superior Court of California for the County of San Diego. The operative complaint alleges the following claims under California and federal law: (1) failure to pay all overtime wages owed; (2) failure to pay for all time worked; (3) failure to provide required meal periods in California or premium payments in lieu thereof; (4) failure to reimburse for necessary business expenses; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination; and (7) violations under the PAGA.

WFG denied and continues to deny (i) all of the allegations made by Plaintiffs, (ii) that it violated any applicable laws, (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to

NOTICE OF COLLECTIVE AND CALIFORNIA CLASS ACTION SETTLEMENT
Questions? Please contact the Settlement Administrator at (XXX) XXX-XXXX

the alleged facts or claims asserted in the Lawsuit, and (iv) that class certification, collective action certification, or representative treatment of the Lawsuit or any of Plaintiffs' alleged claims is proper. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification, collective action certification, or representative treatment is appropriate for any purpose other than settlement purposes alone, WFG has agreed to settle the Lawsuit on the terms and conditions set forth in this Settlement Agreement, to avoid the burden, expense, and uncertainty of continuing the Lawsuit.

The Court has approved Plaintiffs' counsel Paolo Meireles of Shavitz Law Group, P.A.; Benjamin Galdston of Omnum Law APC; and Eric Yaeckel of Sullivan & Yaeckel Law Group, APC as Class Counsel. Based on their investigation and evaluation, Class Counsel is of the opinion that the terms set forth in the Settlement Agreement are fair, reasonable, adequate, and in the best interests of Collective Members.

3. What Are the Payments Under the Settlement?

a. Overall Summary of Settlement Payments

WFG agrees to pay a maximum potential settlement amount of One Million Dollars and Zero Cents (\$1,000,000.00) (the "Gross Fund"). The \$1,000,000.00 Gross Fund is inclusive of (i) any award by the Court to Class Counsel for attorneys' fees and costs associated with the litigation ("Attorneys' Fees and Costs"), (ii) any award by the Court to Plaintiffs in recognition of their efforts and work in prosecuting the Lawsuit and specifically in exchange for their general release of claims ("Enhancement Payments"), (iii) any costs of settlement administration approved by the Court for administering the settlement ("Settlement Administration Costs"), and (iv) the PAGA Fund in the amount of \$50,000, of which \$32,500 will be paid to the Labor & Workforce Development Agency (the "LWDA Payment") and \$17,500 will be distributed to PAGA Group Members (the "PAGA Settlement Fund").

The remaining portion of the Gross Fund available for distribution to Collective Members and California Class Members is the "Net Settlement Fund," to be allocated based on the number of workweeks each individual worked in a Covered Position during the FLSA Period and/or in a non-exempt classified position in California during the Class Period, on a pro-rata basis. Likewise, all non-exempt employees who worked in California during the PAGA Period ("PAGA Group Members") will receive a pro rata portion of the PAGA Settlement Fund based on the number of pay periods each individual worked during the PAGA Period. Partial weeks will be counted as full weeks.

b. Individual Settlement Payments

Each Collective Member who returns a Consent to Join and Release to participate in the settlement to the Settlement Administrator postmarked by, or otherwise received on or before **the date 60 days after mailing of the Notice of Final Approval** ("Settlement Collective Members") will be part of the settlement entitled to their portion of the Net Settlement Fund based on the Settlement Formula above ("Individual Settlement Payments"). The Settlement Administrator calculated the Individual Settlement Payments for all Settlement Collective Members.

1. Applicable Tax Withholding and Responsibility for Taxes

Each Collective Member's Individual Settlement Payment from the Net Settlement Fund will be characterized as 75% 1099 income and 25% W-2 income. In accordance with applicable tax laws, required tax withholdings have been taken from each Individual Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Collective Members for their respective Individual Settlement Payments. Collective Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless WFG from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

2. Undeliverable or Uncashed Checks

Any settlement check returned to the Settlement Administrator as undeliverable shall be remailed. Settlement Collective Members' settlement checks left uncashed 180 calendar after the initial distribution will escheat to the State of California's Controller, to be held in the name of each expired check payee.

c. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be deducted from the Gross Fund. The Court approved an Attorneys' Fees and Costs Award in the amount of up to 35% of the Gross Fund Value (or \$350,000.00) and costs in the amount of up to \$45,000.00.

The Court's approval of an Attorneys' Fees and Costs Award was not a material term of the settlement.

d. Class Representative Enhancement Payments

The Court approved Enhancement Awards for Plaintiffs in the total amount of up to \$15,000.00 (i.e., \$5,000.00 each). Plaintiffs' Enhancement Payments are in addition to Plaintiffs' Individual Settlement Payment.

The Court's approval of Plaintiffs' Enhancement Payments are not a material term of the settlement.

e. Settlement Administration Costs

The Court approved Settlement Administration Costs of up to \$14,000.00, payable to the Settlement Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing Individual Settlement Payments. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court were allocated to the Net Settlement Fund.

f. LWDA Payment

The Court allocated \$50,000 to PAGA penalties and approve an LWDA Payment of \$32,500 (or 65% of the PAGA penalties) to the State of California Labor and Workforce Development Agency. Any amount of the LWDA Payment requested by Plaintiffs but not approved by the Court was allocated to the Net Settlement Fund.

g. All Payments Subject to Court Approval

All of the payments listed above are made subject to the Court's granting of final approval of the settlement and conclusion that the settlement is reasonable, fair, and adequate for the Collective.

4. How Can I Get My Payment?

To get your payment, you must fully complete the enclosed Consent to Join and Release form and mail it in the enclosed envelope to the Settlement Administrator postmarked no later than [date 60 days from mailing of Notice]. You may also e-mail or fax the Consent to Join and Release form to the Settlement Administrator, so that it is received no later than [date 60 days from mailing of Notice]. The Settlement Claims Administrator's complete contact information is:

WFG Settlement Claims Administrator

[address]

[city state zip]

Phone: (____) ____ - ____

Fax: (____) ____ - ____

E-mail: _____

If you return a properly completed Consent to Join and Release Form to the Settlement Administrator by the deadline, you will be sent a settlement check after the end of the claims period.

5. When Will I Get My Payment?

If you timely return your completed and executed Consent to Join and Release form, you will be sent a check within approximately four months of submitting your Consent to Join and Release Form. Please be patient

6. What Do I Release Under the Settlement?

In exchange for your joining the settlement by timely returning your completed and executed Consent to Join and Release form, you will release certain claims against WFG and their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with WFG ("Released Parties").

Your release will include any and all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* that accrued during your employment as a non-exempt Escrow Officer, however variously titled, during the FLSA Period, including, without limitation, all state and federal claims for unpaid minimum and overtime wages, and related claims for penalties, interest, liquidated damages, attorney fees, costs, and expenses ("Released FLSA Claims").

5. Where Can I Get Additional Information?

This notice summarizes the Lawsuit, settlement, and related matters. For more information, you may contact the Settlement Administrator or Class Counsel: