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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SHEILA LOPEZ, GEORGINA BAUTISTA, and
FE ADRIANO, individually, and on behalf of
Plaintiffs and the Proposed FLSA Collective and
Class,

Plaintiffs,

vs.

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, a California Corporation; 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 KAYLIE O'CONNOR
ON BEHALF OF CPT GROUP, INC. THE
SETTLEMENT ADMINISTRATOR**

Hearing Date: May 2, 2025

Time: 9:30 a.m.

Dept.: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: None Set

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13 *Counsel for Plaintiffs and the Proposed Class*
14 *and FLSA Collective*

DECLARATION OF KAYLIE O'CONNOR

I, Kaylie O'Connor, declare as follows:

1. I am employed as a Senior Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class action Settlement Administrator for the above referenced case. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 plus years, we have provided notification and/or settlement administration services in over one thousand class action cases. CPT was selected by both parties to provide notice of the settlement and process exclusions in this action. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, included but not limited to: (a) preparing, printing and mailing the Preliminary Approval Notices, FLSA Settlement Approval Notices and other documents for this settlement; (b) processing undeliverable mail and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free case hotline to receive Class Member phone calls; (d) processing Class Members' inquiries about the Class Notice, and Disputes, Requests for Exclusion, and Objections; (e) calculating and mailing Individual Settlement Payment checks to Participating Class Members as well as completing any associated tax withholding and reporting to the State and Federal tax authorities; (f) preparing W-2 and 1099 Forms for each Class Member's Individual Settlement Payment; and (g) other such duties set forth in the Settlement Agreement, subject to the Court's approval.

3. CPT received the Court-approved text for the corrected *California Notice of Pending Class Action Settlement* (“California Notice”) from Counsel on February 5, 2025. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of a 6-page Class Notice. Attached hereto as Exhibit A is a true and correct copy of the California sent to California Class Members.

4. On January 16, 2025, counsel for Defendant provided CPT with data files containing a complete mailing list for each of the relevant classes and or/ collectives (“Class Lists”) which included each Class Member’s full name, most recent mailing addresses, Social Security Numbers,

1 and other relevant information needed to calculate settlement payments. The finalized Class List
2 contained 887 unique Class Members, comprised of 637 California Class Members, 371 California
3 FLSA Collective Members, 251 Non-California FLSA Collective Members, and 372 PAGA Group
4 Members.

5 5. On February 7, 2025, CPT conducted a National Change of Address (NCOA) search
6 for the California Class Members in an attempt to update the list of addresses as accurately as
7 possible. A search of this database provides updated addresses for any individual who has moved in
8 the previous four years and notified the U.S. Postal Service of their change of address.

9 6. The California Notices were enclosed in envelopes with the names and known
10 addresses printed on them. On February 11, 2025, the California Notices were mailed via U.S. First-
11 Class mail to the 637 California Class Members. The deadline to submit disputes, requests for
12 exclusion or objections was March 13, 2025 (“Response Deadline”).

13 7. As of the date of this declaration, 20 California Notices have been returned to our
14 office by the U.S. Postal Service. For the California Notices returned from the post office without a
15 forwarding address, CPT attempted to locate a current mailing address using Accurant, one of the
16 most comprehensive address databases available for skip tracing. Accurant utilizes hundreds of
17 different databases supplied by credit supporting agencies, public records, and a variety of other
18 national databases.

19 8. As a result of skip trace efforts or requests from Class Members, a total of 18
20 California Notices were re-mailed to Class Members. In addition, 2 California Notices were
21 forwarded by the U.S. Postal Service. As of the date of this declaration, 4 California Notices remain
22 undeliverable with no forwarding address and where no new address could be found through skip
23 trace.

24 9. As of the date of this declaration, CPT has received no written objections to the
25 Settlement.

26 10. As of the date of this declaration, CPT has received 1 request for exclusion from the
27 settlement.

28 11. As of the date of this declaration, CPT has received 1 workweek dispute which was

subsequently withdrawn by the Class Member.

12. As of the date of this declaration, CPT reports that a total of 636 California Class Members will be issued an Individual Settlement Share, representing a 99.8% participation rate.

13. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the estimated Individual Settlement Share amount for each Class and/or Collective Member. The Net Settlement Amount is calculated as set forth below:

Gross Settlement Amount	\$1,000,000.00
Less Class Counsel Fees	\$350,000.00
Less Class Counsel Litigation Expenses	\$45,000.00
Less Plaintiffs' Enhancement Payments (3)	\$15,000.00
Less Payment to LWDA	\$32,500.00
Less Settlement Administration Costs	\$16,500.00
PAGA Settlement Fund	\$17,500.00
Net Settlement Amount	\$523,500.00

14. Pursuant to the Settlement Agreement, each Class and/or Collective Member's portion of the Net Settlement Amount ("Individual Settlement Share") shall be determined by assigning a point value to each Workweek worked during the applicable FLSA Period and Class Period. Workweeks during the Class Period were assigned two points and Workweeks during the FLSA Period were assigned one point. Workweeks worked by individuals who qualified as both a Settlement Class Member and Settlement Collective Member were assigned a total of three points. As of the date of this declaration, participating Class and/or Collective Members in aggregate were assigned a total of 203,708 points. Each point is currently valued at approximately \$4.10.

15. In addition, each PAGA Group Member's portion of the PAGA Settlement Fund ("Individual PAGA Payment") is proportional to the number of Pay Periods he or she worked during the PAGA Period. According to Defendant's records, PAGA Group Members in aggregate worked a total of 8,804 Pay Periods during the PAGA Period. Each Pay Period is accordingly valued at approximately \$1.99.

16. As of the date of this declaration, the average gross individual payment is estimated

1 to be \$609.92 and the highest is estimated to be \$2,316.93, prior to the deduction of applicable payroll
2 taxes.

3 17. CPT will charge a total of \$16,500.00 in costs associated with the administration of
4 the settlement. This includes all costs incurred to date, as well as estimated costs involved in
5 completing the settlement. A true and correct copy of CPT's Invoice for Services is attached as
6 Exhibit B.

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct and at this declaration is executed this 9th day of April 2025 at Irvine, California.

10
11 
12 Kaylie O'Connor

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.

Case No. 24CU015835C

Superior Court for the State of California for the County of San Diego

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. 24CU015835C (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 «EstCASettAmt», based on WFG’s internal records which reflect that you worked a total of «CAWorkweeks» eligible workweeks in a Covered Position in California within the Class Period.
- 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.

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.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

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 on May 2, 2025 , at 10:15 a.m., in Department 66 of the California Superior Court for the County of San Diego, 330 West Broadway, San Diego, CA 92101, 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 October 8, 2024, 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; (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 preliminary 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

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

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 120 calendar days 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 \$16,500.00, 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

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

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 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 on **May 2, 2025**, at 10:15 a.m., in Department 66 of the California Superior Court for the County of San Diego, 330 West Broadway, San Diego, CA 92101. 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.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

- (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 March 13, 2025.

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 Dispute the Number of Workweeks Calculated Me?

If you want to dispute the number of eligible workweeks utilized to calculate your settlement allocation, you must take the steps below:

- (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, and the case name and number.
- (3) The written statement **MUST** clearly state that you dispute the number of workweeks credited to you and what you contend are the correct number of weeks to be credited to you for time worked in a Covered Position in California within the Class Period; as well as information and/or documentation demonstrating/supporting your contention that the number of eligible workweeks you contend should be credited to you is correct.
- (4) The written statement must be postmarked by March 13, 2025.

The Settlement Administrator will send a copy of all written disputes to all Parties involved in the Lawsuit. Absent the submission of evidence rebutting the accuracy of WFG's records and data as they pertain to the number of workweeks to be credited to you, WFG's records will be presumed correct and determinative of the dispute. However, if you produce information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by you and the Settlement Administrator will resolve and determine the number of eligible workweeks that you should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

If you submit a dispute, you will remain bound by the settlement if finally approved, and will be allocated a settlement share based on the number of eligible workweeks apportioned to you following the outcome of the Settlement Administrator's review. 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 dispute the workweeks allocated to you if you opt out of the settlement.

If you fail to make any dispute to your allocated, eligible workweeks in the manner specified above, you shall be deemed to have waived any such dispute and shall be foreclosed from later raising any such dispute.

7. 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 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.

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

- (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. 24CU015835C.”
- (4) The written statement must be postmarked by March 13, 2025.

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.

8. 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:

Lopez v. WFG National Title Insurance Company
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: 1(888) 452-7630
www.cptgroup.com/class-member-center

Class Counsel:

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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

CALIFORNIA NOTICE OF PENDING CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at 1-888-452-7630

EXHIBIT B

Date: April 1, 2025

INVOICE FOR LOPEZ v WFG NATIONAL TITLE INSURANCE COMPANY

FLSA/RULE 23 PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Total Class Size: 888	Settlement Website: No
Non- CA FLSA Class Size: 251	Notice Procedures: Mail & Reminder Notice
Consent to Join Filing Rate: 30%	Undeliverable Mail Rate: 2%
RULE 23 Class Members: 637	Payment Option: Check
Opt-Out Rate: 0.16%	Unclaimed Funds: SCO
PAGA Class Members: 371	Postage Total: \$1,793.34
Total Number of Checks Issued: 887	Grand Total: \$22,877.76
Language Translation Services: No	CPT'S DISCOUNTED FEE: \$16,500.00

CASE SETUP

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Dedicated Case Email Address	\$150.00	2	\$300.00
Total:			\$2,015.00

DIRECT MAIL NOTIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	89	\$75.65
Print & Mail Notice Packets	\$1.00	888	\$888.00
First-Class Postage (up to 1 oz.)	\$0.69	888	\$612.72
Design and Preparation of BRM Envelope	\$100.00	1	\$100.00
Postage for BRM Envelope	\$0.79	75	\$59.49
Reminder Postcard to Non-CA FLSA Class	\$0.40	201	\$80.32
Postage for Reminder Postcard	\$0.56	201	\$112.45
Project Manager- Reminder Email Notice Format	\$95.00	2	\$190.00
Third-Party Email Validation	\$0.50	201	\$100.40
Reminder Email Notice: Setup/Establish/Formatting	\$150.00	2	\$300.00
Reminder Email Notice: Segmentation/Sending	\$150.00	3	\$450.00
Reminder Email Notice: Reporting/Monitoring	\$250.00	2	\$500.00
Reminder Email Notices	\$0.18	201	\$36.14
Updated Database: Undeliverable Email (10%)	\$0.18	20	\$3.61
Total:			\$3,833.78

PROCESS RETURNED UNDELIVERABLE MAIL

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	21	\$10.50
Skip Trace for Best Address	\$1.00	19	\$19.00
Print & Remail Notice Packets	\$1.00	18	\$18.00
First-Class Postage (up to 1 oz.)	\$0.69	18	\$12.42
Total:			\$119.92

CLAIMS & EXCLUSION FORM PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	5	\$750.00
Project Manager: Validate Claims	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	1	\$3.55
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.69	1	\$0.69
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Total:			\$920.74

CLASS MEMBER SUPPORT

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	178	\$534.00
		Total:	\$834.00

SSN VERIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	887	\$88.66
		Total:	\$523.66

DISTRIBUTION SERVICES

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	887	\$2,216.45
First-Class Postage (up to 1 oz.)	\$0.69	887	\$611.74
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	44	\$22.16
Skip Trace for Best Address	\$1.00	44	\$44.33
Remail Undeliverable Checks	\$2.50	40	\$100.00
First-Class Postage (up to 1 oz.)	\$0.69	40	\$27.60
Re-Issue Checks as Required	\$5.00	36	\$180.00
First-Class Postage (up to 1 oz.)	\$0.69	36	\$24.84
Reminder Check Postcard	\$0.40	576	\$230.51
Postage for Reminder Check Postcard	\$0.56	576	\$322.71
Project Manager- Reminder Check Email Notice Format	\$95.00	2	\$190.00
Reminder Check Email Notice: Setup/Formatting	\$150.00	2	\$300.00
Reminder Check Email Notice: Segmentation/Sending	\$150.00	3	\$450.00
Reminder Check Email Notice: Reporting/Monitoring	\$250.00	2	\$500.00
Reminder Check Email Notices	\$0.18	576	\$103.73
		Total:	\$9,114.08

TAX REPORTING & SETTLEMENT CONCLUSION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
5-State Tax Preparation*	\$450.00	5	\$2,250.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
		Total:	\$4,690.00

*CPT will file Federal and 5-State taxes in accordance with current state and federal regulations.

SCO ESCHEATMENT PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	186	\$27.90
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.68	1	\$8.68
Add'l Account Recons	\$150.00	3	\$450.00
		Total:	\$826.58

Total Administration Costs: \$22,877.76

Courtesy Discount: -\$6,377.76

CPT'S DISCOUNTED FLAT FEE: \$16,500.00