Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff CANDICE BROWN

Alexander M. Medina
Mayra D. Sandoval
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488

Attorneys for PRIMARY RESIDENTIAL MORTGAGE, INC.

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CANDICE BROWN, Plaintiff, vs. PRIMARY RESIDENTIAL MORTGAGE, INC., a Nevada Corporation; and DOES 1 to 100, inclusive, Defendant.	Case No.: 24CV000218 **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT** Filed: January 9, 2024 Trial Date: None Set

This Private Attorneys General Act Settlement is made and entered into between the Plaintiff Candice Brown ("Plaintiff"), on behalf of herself, the Labor and Workforce Development Agency, and Aggrieved Employees, and Defendant Primary Residential Mortgage, Inc., ("Defendant"). This Agreement is subject to the terms and conditions set forth below and approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 "Action" means the above stated lawsuit, *Brown v. Primary Residential Mortgage, Inc., et al.,* Sacramento County Superior Court, Case No. 24CV000218, filed January 9, 2024.

1.2 "Aggrieved Employee(s)" means all non-exempt employees who worked for, or continue to work for, Defendant in California at any time between October 25, 2022, up to either (1) the Final Approval Date, or (2) May 26, 2025, whichever is earlier.

1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Private Attorneys General Act Settlement.

1.4 "Complaint" means the operative Complaint on file in the Action with the Court.

1.5 "Court" means the Sacramento County Superior Court.

1.6 "Defendant" means Primary Residential Mortgage, Inc.

1.7 "Defendant's Counsel" means Alexander M. Medina and Mayra D. Sandoval of Medina McKelvey LLP.

1.8 "Effective Date" means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.9 "Final Approval Date" means the date the Court enters a signed order granting approval of the Agreement.

1.10 "Gross Settlement Amount" is the sum of One Hundred Forty Thousand Dollars ($140,000).

1.11 "Individual Settlement Amount" means an individual Aggrieved Employees' allocation of the Net Settlement Amount, as defined in Section 1.13 and 5.7.

1.12 "LWDA" means the California Labor and Workforce Development Agency.

1.13 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after deduction of Plaintiff's attorneys' fees and litigation costs, and Settlement Administrator Costs.

1.14 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.15 "PAGA" means Private Attorneys General Act.

1.16 "PAGA Claim Period" means October 25, 2022, up to either (1) the Final Approval Date, or (2) May 26, 2025, whichever is earlier.

1.17 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699(i).

1.18 "Parties" mean Defendant and Plaintiff.

1.19 "Plaintiff" means Candice Brown.

1.20 "Plaintiff's Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of Shimoda & Rodriguez Law, PC.

1.21 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.

1.22 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the PAGA Claim Period in California. The calculation of an Aggrieved Employees' pay periods and a determination as to whether an Aggrieved Employee was actively employed in California in a particular pay period shall be construed from Defendant's records.

1.23 "Released PAGA Claims" means any and all claims, demands, rights, liabilities, and causes of action for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiff's notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein during the PAGA Claim Period, including but not limited to claims for civil penalties for violations of Labor Code sections 201–203, 204, 210, 223, 225, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1197.1, 2802, and IWC Wage Order 4. Aggrieved Employees cannot opt out of this waiver of claims.

1.24 "Released Parties" means Defendant, as well as Defendant's officers, shareholders, attorneys, insurers, parent companies, subsidiaries, related companies, affiliates, current and former management companies, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, and employees), predecessors, successors, and assigns.

1.25 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.26 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about October 25, 2023, Plaintiff sent notice to the LWDA to exhaust administrative remedies under the PAGA ("PAGA Notice") alleging claims for civil penalties for violations of 1) Labor Code sections 510, 1194, and IWC Wage Order 4 (Failure to Pay Overtime Wages), 2) Labor Code sections 1194, 1197.1, and IWC Wage Order 4 (Failure to Pay Minimum Wages), 3) Labor Code sections 226.7, 512, and IWC Wage Order 4 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof), 4) Labor Code section 226.7 and IWC Wage Order 4 (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof), 5) Labor Code sections 226, 226.3, and IWC Wage Order 4 (Failure to Provide Accurate Wage statements), 6) Labor Code sections 201 through 203 and 256 (Failure to Pay Final Wages), 7) Labor Code section 2802 (Failure to Pay Reimbursement for Expenses), 8) Violation of Labor Code sections 558 and 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), 9) Labor Code sections 226, 226.3, and 1174 (Failure to Maintain Accurate Records), 10) Labor Code sections 246 *et seq*. (Failure to Provide Paid Sick Leave), 11) Labor Code sections 223 and 225 (Failure to Pay Contract Wages), and 12) Labor Code sections 204 and 210 (Untimely Payment of Wages). The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA claims. Defendant denies the allegations in the PAGA Notice, denies any failure to comply with the laws identified in the PAGA Notice, and denies any and all liability for the violations alleged.

2.2 After exhausting administrative remedies, Plaintiff filed a Complaint on January 9, 2024, in Sacramento County Superior Court on behalf of herself and Aggrieved Employees for claims alleged in the October 25, 2023, notice to the LWDA. Plaintiff's Complaint alleges a violation of the Private Attorneys General Act, California Labor Code section 2698 *et seq*., and alleges the following violations: 1) Labor Code sections 510, 1194, and IWC Wage Order 4 (Failure to Pay Overtime Wages), 2) Labor Code sections 1194, 1197.1, and IWC Wage Order 4 (Failure to Pay Minimum Wages), 3) Labor Code sections 226.7, 512, and IWC Wage Order 4 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof), 4) Labor Code section 226.7 and IWC Wage Order 4 (Failure to Provide Rest Periods or Pay

Premiums in Lieu Thereof), 5) Labor Code sections 226, 226.3, and IWC Wage Order 4 (Failure to Provide Accurate Wage statements), 6) Labor Code sections 201 through 203 and 256 (Failure to Pay Final Wages), 7) Labor Code section 2802 (Failure to Pay Reimbursement for Expenses), 8) Violation of Labor Code sections 558 and 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), 9) Labor Code sections 226, 226.3, and 1174 (Failure to Maintain Accurate Records), 10) Labor Code sections 246, 246.5, and 248.5 (Failure to Provide Paid Sick Leave), 11) Labor Code sections 223 and 225 (Failure to Pay Contract Wages), and 12) Labor Code sections 204 and 210 (Untimely Payment of Wages). Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.3 Through informal discovery, Defendant and Defendant's Counsel provided Plaintiff's Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on the number of total, currently employed, and formally employed Aggrieved Employees, including, but not limited to, Aggrieved Employees' rates of pay, pay periods, and timecard data and payroll reports for a randomly selected sample of Aggrieved Employees.

2.4 After Plaintiff's Counsel received the data, the Parties engaged in informal settlement negotiations but were not able to come to a resolution. I was only after approximately nineteen (19) months of investigation and extensive, arm's length negotiations that the parties were able to reach a settlement. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.5 Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, document productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the detailed analysis of the sampled records have permitted each side to assess the relative merits of the PAGA claims and the defenses to those claims.

2.6 In the Action, Plaintiff contends that Defendant violated California law by 1) failing to pay Plaintiff and Aggrieved Employees minimum wages and for all hours worked, including hours worked off-the-clock, 2) failing to pay Plaintiff and Aggrieved Employees for all the overtime hours worked, 3) failing to include the value of commissions, bonuses and other non-discretionary incentive based compensation when calculating Plaintiff's and Aggrieved Employees' regular rate of pay for premium wage payments such as overtime premiums, meal and rest period premiums, and sick leave wages, 4) failing to pay Plaintiff and Aggrieved Employees for all loans that they closed prior to their termination or separation, 5) failing to authorize and permit legally required meal and rest periods for Plaintiff and Aggrieved Employees, including, but not limited to, failing to provide uninterrupted full, 30-minute meal periods before the completion of the fifth hour of work, failing to provide second meal periods or third rest periods when Plaintiff and Aggrieved Employees worked over ten (10) hours per day, and failing to authorize rest periods for every four (4) hours worked or major fraction thereof, 6) failing to reimburse Plaintiff and Aggrieved Employees for using their personal cell phones and home internet for work purposes, and 7) failing to provide sick leave to employees who worked less than thirty (30) hours per week. Plaintiff also contends that these alleged policies and practices result in derivative wage statement and waiting time penalty violations. Defendant has denied each of Plaintiff's claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties also assessed appropriate discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, and is expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 <u>Gross Settlement Amount:</u> In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount ($140,000). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed $5,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the $5,000 threshold. The Settlement Administrator will issue Plaintiff Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the Net Settlement Amount as defined in section 1.13. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on its attorney's fees and costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed $7,500. The difference between any actual costs and the allocated $7,500 shall be added to the Net Settlement Amount as defined in section 1.13.

5.4 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

5.5 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.6 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of Individual Settlement Amounts to Aggrieved Employees are as follows:

5.6.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS form 1099-MISC.

5.6.2 Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement. Nothing in this Agreement shall constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended).

5.7 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employees' Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved Employees of their Individual Settlement Amount will not require the submission of any claim form.

5.8 No Additional Contribution by Defendant: Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3, then Defendant and Plaintiff shall be equally responsible for the Settlement Administrator Costs incurred between the date the Agreement was executed and the date of such event.

6. RELEASE

6.1 Release by Aggrieved Employees: Upon the Effective Date, each Aggrieved Employee, including Plaintiff, shall be deemed to fully, finally, and forever release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims.

6.2 Release by Plaintiff Counsel: Plaintiff Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for attorneys' fees and expenses in connection with the Action and the PAGA Claim Period facts stated in the Action and the PAGA Notice other than those specifically provided for in this Agreement.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual Aggrieved Employees whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing via First Class U.S. Mail the Notice of Settlement to Aggrieved Employees; 4) providing notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the Agreement after resolution of awarded attorneys' fees and costs and Settlement

Administrator Costs; 7) paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address, last known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved Employee. The Settlement Administrator shall review the data to determine the number of Qualifying Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods during which an Aggrieved Employee may have worked as an exempt employee, worked outside California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Plaintiff's Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA: Within seven (7) calendar days after Defendant has provided the Settlement Administrator with information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved Employees, and report the results of these calculations to Plaintiff's Counsel and Defendant's Counsel.

7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement Administrator within fourteen (14) calendar days after receiving the funding calculation and report from the Settlement Administrator to be held in trust in a QSF. Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall deliver payment of Plaintiff's Counsels' attorney's fees and costs, the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions for the attorney's fees and costs after the Effective Date.

7.5 Notice to Aggrieved Employees: Defendant represent and warrant that Aggrieved Employees are able to read and write in English such that no translation of the Notice of Settlement into another language is necessary. The Settlement Administrator will provide a Notice of Settlement, substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement. The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations, PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent of the Released PAGA Claims.

7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within seven (7) calendar days. Following each search that does not result in a corrected address, for those Aggrieved Employees who appear to be current employees of Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendant at the time of the Effective Date. In the event the procedures in this paragraph are followed, and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiff's Counsel, or Defendant's Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the *cy pres* beneficiaries identified in Section 5.4. The Settlement Administrator shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees

Last day for Settlement Administrator to deliver value of uncashed settlement checks to *cy pres* beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Additional Pay Period Contingency: Defendant has represented that there are no more than 2,115 pay periods during the PAGA Claim Period. In the event the number of pay periods during the PAGA Claim Period is more than 10% higher (*i.e.*, greater than 2,326.5 pay periods), then the Gross Settlement Amount shall be increased proportionally to the increase in pay periods in excess of 2,326.5. For example, if the total pay periods for the applicable period are 2,347.65, representing an 11% increase in the number of pay periods, then the Gross Settlement Amount will increase by 1%. In the alternative, Defendant may choose not to increase the Gross Settlement Amount, and instead, Defendant may choose to adjust the PAGA Claim Period such that the end of the release period results in a pay period count that does not exceed 2,326.5.

9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of the date this Agreement is signed. Plaintiff's Counsel shall provide Defendant's Counsel with a draft approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft motion.

9.4 No Admission of Liability: Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Aggrieved Employees in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person, and Defendant has specifically disclaimed any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

9.5 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Plaintiff:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Alexander M. Medina
Mayra D. Sandoval
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678

9.6 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.

9.10 Authorization to Enter Into Settlement 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 action 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

9.11 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Plaintiff's Counsel, Defendant and Defendant's Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and effect of originals.

9.12 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

9.13 Headings and Captions: Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

9.14 No Retaliation or Discouragement: The Parties agree they will take no action that could be construed as retaliation against any Aggrieved Employees for participating in this settlement.

9.15 Integrated Agreement: This Agreement sets forth the entire understanding between the Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements, oral or written, pertaining to the subject matter herein. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

9.16 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

9.17 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 Settlement Agreement valid and enforceable.

9.18 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 06/05/2025

Candice Brown (Jun 5, 2025 15:58 PDT)

Candice Brown

For Defendant:

Date: ____________________

____

By: Richard Armstrong

For Primary Residential Mortgage, Inc.

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 06/05/2025

By: ____________________

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff and Aggrieved Employees

APPROVED AS TO FORM

MEDINA MCKELVEY LLP

Dated: ____________________

By: ____________________

Alexander M. Medina

Mayra D. Sandoval

Attorneys for Defendant

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: ____________________

____
Candice Brown

For Defendant:

Date: 7/1/2025

DocuSigned by:
Richard Armstrong
22B3D80DE5DD4D5...

By: Richard Armstrong
For Primary Residential Mortgage, Inc.

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 7/1/2025

By: ________________________________
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff and Aggrieved Employees

APPROVED AS TO FORM

MEDINA MCKELVEY LLP

Dated: 7/2/2025

By: ________________________________
Alexander M. Medina
Mayra D. Sandoval
Attorneys for Defendant

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CANDICE BROWN, Plaintiff, vs. PRIMARY RESIDENTIAL MORTGAGE, INC., a Nevada Corporation; and DOES 1 to 100, inclusive, Defendant.	**Case No. 24CV000218** **NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT PAYMENT**

TO: **A**ll non-exempt employees who worked for, or continue to work for, Defendant in California at any time between October 25, 2022, to _________ (the "Aggrieved Employees")

This notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Brown v. Primary Residential Mortgage, Inc., et al.,* Sacramento County Superior Court of California, Case No. 24CV000218, filed January 9, 2024 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Candice Brown ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of herself and Aggrieved Employees. Plaintiff alleged that Primary Residential Mortgage, Inc..("Defendant") violated California law by 1) failing to pay Plaintiff and Aggrieved Employees for all hours worked, including hours worked off-the-clock, 2) failing to pay Plaintiff and Aggrieved Employees for all the overtime hours worked, 3) failing to include the value of commissions, bonuses, and other non-discretionary incentive based compensation when calculating Plaintiff's and Aggrieved Employees' regular rate of pay for premium wage payments such as overtime premiums, meal and rest period premiums, and sick leave wages, 4) failing to pay Plaintiff and Aggrieved Employees for all loans that they closed prior to their termination or separation, 5) failing to authorize and permit legally required meal and rest periods for Plaintiff and Aggrieved Employees, including, but not limited to, failing to provide uninterrupted full, 30-minute meal periods before the completion of the fifth hour of work, failing to provide second meal periods or third rest periods when Plaintiff and Aggrieved Employees worked over ten (10) hours per day, and failing to authorize rest periods for every four (4) hours worked or major fraction thereof, 6) failing to reimburse Plaintiff and Aggrieved Employees for using their personal cell phones and home internet for work purposes, and 7) failing to provide sick leave to employees who worked less than thirty (30) hours per week. Plaintiff also contends that these alleged policies and practices result in derivative wage statement and waiting time penalty violations. Defendant has denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendant has denied engaging in any unlawful conduct in any respect and strongly denies all alleged violations and any liability or wrongdoing of any kind associated with the claims in the Action. Defendant further disputes all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendant does not admit any liability to Plaintiff or to any other current or former employees, and Defendant does not admit that any alleged violations of Plaintiff's rights, or the rights of any other current or former employees have occurred.

Plaintiff filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on allegations of Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, Failure to Provide Accurate Wage statements, Failure to Pay Final Wages, Failure to Pay Reimbursement for Expenses, Violation of Labor Code §§ 558, 558.1, Failure to Maintain Accurate Records, and Failure to Provide Paid Sick Leave, Failure to Pay Contract Wages, Untimely Payment of Wages, and alleged violations of California Labor Code sections 201-204, 210, 223, 225, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, and 2802. Defendant has denied all of Plaintiff's allegations. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between October 25, 2022, and _________. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendant has agreed to pay a Gross Settlement Amount of $140,000 to resolve the PAGA claims alleged in the Action ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees $_______, attorneys' costs in the amount of $________, the fees and expenses of the Settlement Administrator in the amount of $_________, which will resulted in a "Net Settlement Amount" of $_______ for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount ($______) is being paid to the LWDA and 25% of the Net Settlement Amount ($________) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between October 25, 2022, and ________, dividing that number by the number of pay periods worked for all Aggrieved Employees between October 25, 2022, and ________, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendant.

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Alexander M. Medina
Mayra D. Sandoval
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488
On behalf of Defendant