

(SIGNATURE)

PLAINTIFF/PETITIONER: Virginia Brew, Courtney Tolbert, Timothy Mellen, et al.
 DEFENDANT/RESPONDENT: Rocket Mortgage, LLC

CASE NUMBER:
 24-CIV-00893

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 02/11/2025

By /s/ Correa, Haley

Deputy Clerk

Electronically
RECEIVED

2/6/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

VIRGINA BREW, TONY GROSBEIER,
COURTNEY TOLBERT, D C SNYDER,
AND TIMOTHY MELLEN on behalf of
themselves and all similarly situated persons,
and the general public,

Plaintiffs,

vs.

ROCKET MORTGAGE, LLC.; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. 24-CIV-00893

[Assigned for all purposes to the
Honorable Nancy L. Fineman, Dept. 4]

NF

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT CLASS
REPRESENTATIVE ENHANCEMENT
AWARD; ADMINSTRATOR'S EXPENSES;
ATTORNEYS' FEES AND COSTS; AND FINAL
JUDGMENT

Date: February 4, 2025

Time: 2:00 p.m.

Dept.: 4

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement came on for regularly
3 noticed hearing on February 4, 2025, before the Hon. Nancy L. Fineman in Department 4 of the above-
4 entitled Court, as set forth in the Parties' Class Action and PAGA Settlement Agreement and Release
5 ("Settlement Agreement").

6 Having considered the Parties' Settlement Agreement, Notice of Class Action Settlement, and
7 Memorandum of Points and Authorities filed in Support of the Unopposed Motion for Final Approval of
8 Class Action and PAGA Settlement, the arguments and discussion of counsel for the respective parties,
9 the documents submitted in support therewith including, without limitation, the Declarations submitted
10 by the Parties and the Claims Administrator, as well as all supporting legal authorities and documents
11 filed herein, and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g),
12 including an inquiry into the notice to the Class, and good cause appearing therefor, the court now finds:

13 **Background**

14 Originally, this action was a Private Attorney General Act (PAGA) case brought by Brew against
15 defendant Rocket Mortgage, LLC (Rocket). However, on June 11, 2024, Brew as well as Grosbeier,
16 Mellen, Tolbert, and Snyder combined allegations made in other lawsuits into a class and PAGA First
17 Amended Complaint in this court alleging wage and hour and Labor Code violations.

18 On September 24, 2024, this court gave preliminary approval to the class settlement between
19 plaintiff and defendants and by written order filed October 14, 2024. As set forth in the Declaration of
20 Jarron Salina of Phoenix Settlement Administrators (Phoenix), on November 18, 2024 and supplemental
21 declaration filed on January 9, 2025, the class action settlement administrator, Phoenix in accordance
22 with the preliminary approval order, mailed out the approved class notices to the 679 putative class
23 members. Five notices were returned, updated addresses were obtained and the notices re-mailed. There
24 have been one (1) request for exclusion, no objections, and no disputes over Workweek calculations. The
25 declarations also provide information about the number of Workweeks and the value of each Workweek,
26 information of the allocations amounts, and the payment of employer-side taxes by defendant.

27 In reviewing the evidence presented for this motion as well as the facts and law supporting preliminary
28 approval, the court finds that all the conditions for final approval have been met and the court gives final

1 approval to the settlement. (Code of Civ. Proc., § 382; *Richmond v. Dart Industries* (1981) 29 Cal.3d
2 462, 470.) The class members were provided proper notice as set forth in the Declaration of Salina. The
3 class is ascertainable in that the class members have already been identified by defendant and they
4 received notice of the class settlement.

5 The settlement amount is fair and reasonable and was negotiated at arms' length.

6 There is a community of interest in that common questions of law and fact predominate involving
7 whether defendant committed wage and hour violations. Plaintiffs/class representatives' claims are
8 typical of the class claims because they are alleged to have suffered the same injury as other class
9 members. They adequately represent the class, as set forth in their declarations and in having experienced
10 class counsel. The settlement avoids the risk of the uncertainty of litigation. The settlement is fair
11 adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain
12 more from a trial must be balanced against the risk of not having a class certified, receiving less than the
13 settlement, including a defense verdict, the time and money that it would take to take the case to trial and
14 through a potential appeal, and the potential for a change in law. Defendant raised numerous defenses
15 and vigorously defended these cases. The fact that no class member out of over 679 objected to the
16 settlement also strongly supports approval of the settlement.

17 Specifically, as stated in its ruling on preliminary approval, the court finds that the settlement was
18 fair and reasonable and should be approved.

19 **The settlement was negotiated at arms-length.** It does not appear that the parties used a
20 mediator to assist them with the settlement. However, based upon the extent of discovery
21 conducted, the experience of both plaintiffs' and Rocket's counsel in these type of cases,
22 and the vigorous defense by Rocket, the court finds that the settlement was negotiated at
23 arms-length.

24 **The Settlement is Within the Ballpark of Reasonableness.** The settlement is for \$4.5
25 million. John Glugoski, plaintiffs' counsel, explains his analysis of the potential recovery
26 and the strength and weaknesses of the claims, including the risks of going forward
27 (Glugoski Decl., ¶¶ 33-38.) The benefits of settling now for a lesser amount than might be
28 received at trial is reasonableness based upon the risks inherent in all litigation, the cost of
going forward, and the time value of money.

There has been sufficient investigation and discovery and plaintiff's counsel is experienced in similar litigation. This case has been vigorously litigated, with substantial discovery and the retention by plaintiffs of experts to assist them.

1 The court finds that the allocation of the settlement between the class and PAGA is fair and
2 reasonable. (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 [finding no abuse of
3 discretion to allocate nothing to PAGA in a PAGA/class settlement]). Further, LDWA has
4 been provided notice of the settlement and has not objected.

5 Plaintiffs show that for settlement purposes, class certification is appropriate.

6 - **Numerosity/Ascertainability:** Plaintiffs demonstrate numerosity of the settlement,
7 and has stated that the class is ascertainable. Plaintiffs define the class according to
8 objective criteria, and the class members are easily identifiable and can be easily
9 located from defendant's records. The class consists of approximately 644
10 individuals, making joinder impracticable. The court finds numerosity and
11 ascertainability.

12 - **Commonality:** Common issues predominate over whether Rocket violated wage
13 and hour laws.

14 - **Superiority:** The court finds the superiority requirement satisfied because of the
15 benefits and efficiencies of this proposed settlement, when compared to continued
16 litigation of the case on either a class basis or through multiple individual lawsuits.

17 - **Typicality:** Plaintiffs represent that their claims are the same as those of the class
18 members they seek to represent and the court agrees.

19 - **Adequacy of Representation:** Plaintiffs met their burden to demonstrate that they
20 do not have any disabling conflicts and their counsel is more than adequate to
21 represent the class. If the court grants preliminary approval, it will approve the
22 appointment of plaintiffs Brew, Grosbeier, Mellen, Tolbert, and Snyder as class
23 representatives and Righetti Glugoski, P.C. and Nathan & associates as class
24 counsel.

25 **The Court Grants Attorneys' Fees, Costs and Enhancement Awards**

26 The court grants the attorneys' fees request of \$1,575,000.00 with the allocation between counsel
27 as set forth in the motion This amount is 35% of the gross amount.

28 While a common fund fee is appropriate here, even a proper common fund-based fee award
should be reviewed through a lodestar cross-check. In *Laffitte v. Robert Half International* (2016) 1
Cal.5th 480, 503 (*Laffitte*), the Supreme Court endorsed the use of a lodestar cross-check as a way to
determine whether the percentage allocated is reasonable. The Supreme Court stated: "If the multiplier
calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should
consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a
justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at p. 505.)

1 In this case, the court believes that a fee of 35% is the proper award of attorneys' fees. Plaintiffs
2 refer to federal cases, but a 25% recovery is the benchmark in the Ninth Circuit (*Six (6) Mexican Workers*
3 *v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301, 1311; *Lealao v. Beneficial California, Inc.*
4 (2000) 82 Cal.App.4th 19, 24, fn. 1.) Instead, the court follows California law and the 35%, while on the
5 high side, is within the range of class action awards. (*Laffitte, supra*, 1 Cal.5th at p. 506 ["33 1/3 percent
6 of the common fund is consistent with, and in the range of, awards in other class action lawsuits"]; *Chavez*
7 *v. Netflix, supra*, 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the benefits]; see *Cotchett,*
8 *Pitre & McCarthy v. Universal Paragon Corp.* (2010) 187 Cal.App.4th 1405, 1421 [noting the arbitrator
9 found that typical contingency is 33 to 40 percent].) The court also takes into the contingent nature of the
10 award. The trial court can consider contingent risk and delay in determining the reasonable hourly rates
11 of the attorneys and not consider it when considering a multiplier. (*California DUI Lawyers Assn. v.*
12 *Department of Motor Vehicles* (2022) 77 Cal.App.5th 517, 537.) While the amount awarded is higher
13 than typically awarded in class actions, the court finds that it is justified by the facts of this case as
14 demonstrated by the work performed as described in plaintiffs' counsel's declarations.

15 This court may use its own experience to determine the value of attorneys' fees. (*Spencer v.*
16 *Collins* (1909) 156 Cal. 298, 306 ["The value of attorney's services is a matter with which a judge must
17 necessarily be familiar. When the court is informed of the extent and nature of such services, its own
18 experience furnishes it with every element necessary to fix their value."]; *Reynolds v. Ford Motor*
19 *Company* (2020) 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its discretion in using
20 'the prevailing market value in the community for similar legal services' relying on its personal
21 knowledge and familiarity with the area legal services, as the 'touchstone' for determination" of the
22 reasonable hourly rates." (citations omitted)].). This court had extensive experience in class action and
23 other common fund cases while an attorney and has made decisions about attorneys' fees and costs
24 frequently during her time as a judicial officer. While the amount of litigation activity in this case was
25 limited, counsel demonstrated the significant amount of work that they performed in the federal action,
26 including the taking of more than twenty depositions, and filings under tight deadlines imposed by the
27 federal court. Defense counsel is experienced and formidable. The result reached provides significant
28 benefit to the class and aggrieved employees.

1 The court performs a lodestar cross-check, which confirms the reasonableness of the fee. The
2 lodestar for the three firms is \$1,577,790.00. The court has reviewed plaintiffs' counsel's declarations
3 and finds their work reasonable and necessary. Based upon the information provided by counsel as well
4 as the court's own experience, the court finds that the hourly rates are reasonable. The lodestar amount
5 is similar to the contingent fee amount.

6 The Court has reviewed the requested costs and awards the requested costs of \$166,578.08 and
7 the costs of Phoenix of \$10,500.00, and finds these costs all reasonable and necessary.

8 The Court awards the awards to the plaintiffs their requested amount, both in the incentive awards
9 and for the general release. The amounts for the incentive award, for total \$25,000.00, vary per plaintiff
10 based upon the work performed with the highest amount, \$10,000.00, going to plaintiff Tolbert who sat
11 for a deposition and produced documents with lesser amounts to other plaintiffs. They each performed
12 work which benefited the class. They demonstrate that they are giving up potential claims in exchange
13 for their general release and the court approves the total amount of \$30,000.00.

14 **BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS**
15 **FOLLOWS:**

16 1. The Court, for purposes of this Final Judgment and Order ("Judgment"), adopts all defined
17 terms as set forth in the Parties' Settlement Agreement, filed on June 4, 2024 as "Exhibit B" to the
18 Declaration of John Glugoski in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of
19 Class Action and PAGA Settlement. A true and correct copy of the Settlement Agreement is marked and
20 attached hereto as Exhibit 1.

21 2. The Court has jurisdiction over the subject matter over this Action, the Class Members,
22 the Named Plaintiffs, and Defendant.

23 3. The Court finds that the distribution of the revised Notice of Class Action Settlement to
24 Class Members, as provided for in the Second Amended Order Granting Motion for Preliminary
25 Approval of Class Action and PAGA Settlement, filed on October 14, 2024 ("MPA Order"), constituted
26 the best notice practicable under the circumstances to all Class Members and fully met the requirements
27 of California law and due process under the California and United States Constitution. Based on evidence
28 and other material submitted in conjunction with the Preliminary and Final Approval Hearings, the actual

notice to the class was adequate in all respects. A true and correct copy of the Notice of Class Action Settlement to Class Members is marked and attached hereto as Exhibit 2.

4. The Court finds that the instant Action presented a good faith dispute over unpaid wage claims, including overtime wages, meal and rest break violations, improper wage statements, and reimbursement of business expenses and other relief, and the Court finds in favor of settlement approval.

5. The Court approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties to the Settlement Agreement are directed to perform in accordance with the terms set forth in the Settlement Agreement.

6. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

7. For purposes of settlement and effectuating this Judgment, this Court has certified a class of all Participating Class Members defined as follows:

All current and former non-exempt individuals employed by Defendants in California, at any time from June 21, 2019 through September 28, 2024.¹ ("Class Period"), who did not Opt-Out (collectively referred to as "Settlement Class").

The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

8. One member of the Settlement Class submitted a timely request for exclusion and no objections by the deadline of January 2, 2025.

9. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds that the proposed settlement meets the requirements for approval pursuant to CRC Rule 3.769 based upon the evidence submitted in connection with the preliminary and final approval motions and the terms set forth in the Settlement Agreement.

¹ As the total workweeks worked by settlement class members during the class period was greater than 10% of the 40,803 workweeks estimated for purposes of mediation, Rocket Mortgage has exercised its sole discretion pursuant to section 9 of the settlement agreement to cut off the class period as of the date the total workweeks worked by settlement class members does not exceed 10% of the 40,803 estimate. As a result, the final day of the class/PAGA/release periods shall be changed from October 13, 2024 (the date of preliminary approval) to September 28, 2024.

1 10. By this Judgment, each of the Participating Class Members and PAGA Employees shall
2 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims, as defined in the Parties' Settlement Agreement, §§ 6-
4 6.3. More specifically:

5 Release by Participating Class Members (Settlement Agreement § 6.2): All Participating Class
6 Members, on behalf of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all
8 claims under state, federal or local law, whether statutory, common law or administrative law,
9 that were alleged, or reasonably could have been alleged, based on the allegations set forth in the
10 operative Complaint in this Action and ascertained in the course of the Action, including without
11 limitation, claims under California Labor Code sections 201-204, 218, 221, 223, 224, 226, 226.2,
12 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800 et. seq., 2802, 2751, California
13 Industrial Commission Wage Orders, the California Code Regulations, and Business and
14 Professions Code sections 17200, et seq., and including all claims for or related to alleged failure
15 to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide
16 meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate
17 and itemized wage statements, failure to provide timely wages owed during employment and
18 upon separation, failure to reimburse business expenses, and unfair competition, including, but
19 not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest,
20 fees, costs, as well as all other claims and allegations made or which could have been made in the
21 Action based on the facts and allegations pled in the operative Complaint during the Class Period
22 ("Released Class Claims"). Those Participating Class Members who cash, deposit, or otherwise
23 negotiate their Individual Class Payment checks will be deemed to have opted in for purposes of
24 the Fair Labor Standards Act ("FLSA") and to have, thereby, released the Released Parties of all
25 minimum wage and overtime claims which arose from June 21, 2020, through September 28, 2024.
26 In addition, Individual Class Payment checks will contain the following printed notice advising
27 Participating Class Members that they are opting in to the Settlement and releasing their minimum
28 wage and overtime claims under the FLSA by cashing, depositing or otherwise negotiating their

1 Individual Class Payment checks: “BY CASHING THIS CHECK YOU ARE AGREEING TO
2 THE TERMS OF THE SETTLEMENT REACHED IN TOLBERT ET AL. V. ROCKET
3 MORTGAGE, LLC, CASE NO. 24-CIV-00893, AND AGREE TO OPT-IN TO THE
4 SETTLEMENT AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS
5 ACT PURSUANT TO THE SETTLEMENT.” Other than the claims identified above,
6 Participating Class Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
8 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
9 outside the Class Period.

10 Release by PAGA Employees (Settlement Agreement § 6.3): All PAGA Employees (including
11 any Class Members who validly opt out of the Class Settlement), on behalf of themselves and
12 their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, and the LWDA, release the Released Parties from all claims for civil
14 penalties under PAGA that were alleged, or reasonably could have been alleged, based on the
15 allegations set forth in Plaintiffs’ notices to the LWDA (as described in Paragraphs 2 in the
16 Settlement Agreement), the operative Complaint in this Action and ascertained in the course of
17 the Action, including without limitation, alleged violations of California Labor Code sections
18 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5,
19 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194,
20 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California
21 Industrial Commission Wage Orders, and the California Code Regulations, and including all
22 claims for or related to alleged failure to pay minimum or straight time wages, failure to pay
23 overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide
24 accurate and itemized wage statements, failure to maintain required records, failure to produce
25 records, failure to reimburse necessary business expenditures, failure to provide timely wages
26 owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a
27 compliant sick pay or paid time off policy, failure to provide written commission agreements,
28 Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508

1 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions,
2 unlawful financial and criminal background checks, statutory wage violations, standard
3 conditions of labor violations, interest, fees, costs, as well as all other claims and allegations made
4 or which could have been made in the Action based on the facts and allegations pled in the
5 operative Complaint during the PAGA Period (“Released PAGA Claims”).

6 11. By this Judgment and per the Parties’ Settlement Agreement (§ 6.1), Plaintiffs’ release is
7 as follows:

8 Plaintiffs’ Release (Settlement Agreement § 6.1): In addition to the Released Class Claims and
9 Released PAGA Claims, as described in the Settlement Agreement, and in exchange for the Class
10 Representative Service Payments and Release Payments described in Paragraph 4.2.1 of the Settlement
11 Agreement, each Plaintiff and their respective former and present spouses, representatives, agents,
12 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
13 Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims,
14 known and unknown, asserted and not asserted, which each Plaintiff has or may have against the
15 Released Parties as of the date of execution of this Agreement (“Plaintiffs’ Released Claims”). Plaintiffs’
16 Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims
17 arising under the California Labor Code; any claim arising out of the California common law of contract;
18 the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and federal common law; all claims for lost wages
19 and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising
20 under federal, state, or local laws for discrimination, harassment, and wrongful termination, including
21 but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with
22 Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and
23 Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the
24 release of claims not permitted by law. Plaintiffs’ Release does not extend to any claims or actions to
25 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
26 social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences
27 outside the Class Period. Each Plaintiff acknowledges that they may discover facts or law different from,
28 or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,

1 that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or
2 additional facts or Plaintiffs' discovery of them.

3 12. For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the
4 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

5 *A general release does not extend to claims that the creditor or releasing*
6 *party does not know or suspect to exist in his or her favor at the time of*
7 *executing the release, and that if known by him or her would have materially*
8 *affected his or her settlement with the debtor or Released Party.*

9 13. The only Class Members entitled to payment pursuant to this Judgment are Participating
10 Class Members. Neither the Settlement Agreement nor this Judgment will result in the creation of any
11 unpaid residue or residual.

12 14. Per the Settlement Agreement (§ 5.3.1): The Administrator will issue checks for the
13 Individual Class Payments and Individual PAGA Payments and send them to the Class Members via
14 First Class U.S. Mail, postage repaid. The face of each check shall prominently state the date (one
15 hundred eighty (180) days after the date of mailing) when the check will be voided (the "void date"). The
16 Administrator will send checks for (i) Individual Settlement Payments to all Participating Class Members
17 and (ii) Individual PAGA Payments to all PAGA Employees (including those for whom Class Notice
18 was returned undelivered). The Administrator may send Participating Class Members a single check
19 combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks,
20 the Settlement Administrator must update the recipients' mailing addresses using the National Change
21 of Address Database.

22 15. Per the Settlement Agreement (§ 5.3.2): The Administrator must conduct a Class Member
23 Address Search for all other Class Members whose checks are returned undelivered without United States
24 Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the
25 Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained
26 through the Class Member Address Search. The Administrator need not take further steps to deliver
27 checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
28

promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

16. Per the Settlement Agreement (§ 5.3.3): A postcard will be mailed by the Settlement Administrator to all Class Members with checks that remain uncashed ninety (90) days after issuance to notify those Class Members about the upcoming void date.

17. Per the Settlement Agreement (§ 5.3.4): The Administrator will cancel all checks not cashed by the void date.

18. The Court reserves jurisdiction to amend the judgment to direct the administrator to pay the sum of any unpaid residue or unclaimed or abandoned Class Member funds, plus any interest that has accrued thereon, to one or more *cy pres* recipients pursuant to the requirements of CCP 384. Following entry of this order, the parties shall report to the Court the total amount that was actually paid to the Class Members and, in the event there remains a sum of unpaid residue or unclaimed or abandoned Class Member funds, then a) Plaintiffs may submit one or more *cy pres* candidates for the Court's consideration, and b) Defendant may submit one or more *cy pres* candidates for the Court's consideration.

19. Class Counsel sought an award of attorneys' fees of \$1,575,000.00, litigation expenses of \$166,578.08, enhancement awards and general release funds in the total combined amount of \$55,000.00 to Plaintiffs, \$10,500.00 to the settlement administrator, and \$187,500.00 to the LWDA. Defendant does not oppose these requests. The Notice sent to Class Members included information regarding these amounts and that they would be requested in connection with final approval of the Settlement Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates and the amount of time expended in the Action for the benefit of Class Members. The Court finds that the rates requested, and hours expended are reasonable. This finding is further supported by the lack of objection by Class Members to these amounts. The Court finds that these amounts as set forth in the Settlement Agreement are fair and reasonable, and shall be awarded accordingly as set forth herein.

20. The Gross Settlement amount of \$4,500,000.00 is approved.

21. The following payments, as required by the Settlement Agreement, are approved:

- 1 A) Payments to the Participating Class Members for the full value of their Claim
2 Amount from the Net Settlement Amount and/or PAGA Penalty Payment in
3 accordance with the Settlement Agreement and as calculated by the Claims
4 Administrator;
- 5 B) \$1,575,000.00 in attorneys' fees awarded to Class Counsel;
- 6 C) \$166,578.08. for attorneys' costs/expenses to be paid to Class Counsel;
- 7 i. \$75,913.51 for attorneys' costs/expenses shall be paid to Class Counsel,
8 Nathan & Associates, APC
- 9 ii. \$90,664.57 for attorneys' costs/expenses shall be paid to Class Counsel,
10 Righetti Glugoski, P.C.
- 11 D) \$10,500.00 to the Settlement Administrator, Phoenix Settlement Administrators
- 12 E) \$25,000.00 to Plaintiff Courtney Tolbert (\$10,000.00 for Class Representative
13 Service Award and \$15,000.00 for 1542 Release);
- 14 F) \$15,000.00 to Plaintiff D C Snyder (\$7,500.00 for Class Representative Service
15 Award and \$7,500.00 for 1542 Release);
- 16 G) \$5,000.00 to Plaintiff Virginia Brew (\$2,500.00 for Class Representative Service
17 Award and \$2,500.00 for 1542 Release);
- 18 H) \$5,000.00 to Plaintiff Tony Grosbeier (\$2,500.00 for Class Representative Service
19 Award and \$2,500.00 for 1542 Release);
- 20 I) \$5,000.00 to Plaintiff Timothy Mellon (\$2,500.00 for Class Representative
21 Service Award and \$2,500.00 for 1542 Release);
- 22 J) \$187,500.00 to the Labor and Workforce Development Agency for PAGA
23 penalties.

24 22. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
25 necessary to fully pay Defendant's share of the payroll taxes, by transmitting the funds to the
26 Administrator no later than fourteen (14) days after the Effective Date, as defined in the Settlement
27 Agreement (§ 1.18).
28

23. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments and Release Payments. Disbursement of the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments and Release Payments shall not precede disbursement of Individual Class Payments.

24. Notice of Entry of Judgment per CRC Rule 3.771 shall be provided to the Class Members, by posting the following on the Administrator's case website, including a link to the Judgment:

Please be advised that the Court has approved the settlement in the matter of VIRGINIA BREW, et al. v. ROCKET MORTGAGE, LLC, et al. (San Mateo County Superior Court Case No. Case No. 24-CIV-00893) and entered judgment accordingly. The judgment may be viewed at the following link: <https://brew-v-rocket-mortgage.phoenixcases.com/>

25. The Final Report (Non-Appearance) Hearing is set for November 4, 2025 at 2:00 pm. The deadline for filing the report concerning the amount of money distributed shall be filed five (5) days before the Final Report Hearing.

26. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). Without affecting the finality of this Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the Action, Plaintiffs, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Electronically

SIGNED

By /s/Fineman, Nancy

02/07/2025

Dated: _____

Hon. Nancy L. Fineman
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”) is made by and between Plaintiffs Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder (collectively, “Plaintiffs”), on the one hand, and Defendant Rocket Mortgage, LLC (“Defendant”), on the other hand (Plaintiffs and Defendant are collectively referred to as, “Parties,” or individually as “Party”). Subject to the approval of the Court, this action is hereby compromised and settled pursuant to the terms and conditions set forth below.

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ putative class and representative action against Defendant, captioned *Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder v. Rocket Mortgage, LLC*, Case No. 24-CIV-00893, initiated on February 15, 2024, and pending in the Superior Court of the State of California, County of San Mateo.

1.2. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement, as provided in Paragraph 8.1 below.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Class” means all of Defendant’s current and former non-exempt employees who have worked in California during the Class Period, as defined below.

1.5. “Class Counsel” means Matthew Righetti and John Glugoski of Righetti Glugoski, P.C., and Reuben Nathan of Nathan & Associates, A.P.C.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts approved by the Court for reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession including each Class Member’s (1) name; (2) last-known mailing address; (3) social security number; and (4) either dates worked for Defendant in California or number of Workweeks, as defined below.

1 **1.8. “Class Member” or “Settlement Class Member”** means a member of the Class, as either
2 a Participating Class Member or Non-Participating Class Member.

3 **1.9. “Class Member Address Search”** means the Administrator’s investigation and search for
4 current Class Member mailing addresses using all reasonably available sources, methods and means
5 including, but not limited to, the National Change of Address database, skip traces, and direct contact by
6 the Administrator with Class Members.

7 **1.10. “Class Notice”** means the Court Approved Notice of Class and PAGA Action Settlement,
8 to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A
9 and incorporated by reference into this Agreement.

10 **1.11. “Class Period”** means the period from June 21, 2019, through the date of preliminary
11 approval of the Settlement.

12 **1.12. “Class Representatives”** mean the named Plaintiffs in the Action seeking Court approval
13 to serve as Class Representatives.

14 **1.13. “Class Representative Service Payments”** means the payments approved by the Court to
15 the Class Representatives for initiating the Action, providing services in support of the Action, and in
16 consideration for providing the general releases described in Paragraph 6.1 below.

17 **1.14. “Class Settlement”** means the settlement and release of Released Class Claims by Class
18 Members, as defined below.

19 **1.15. “Court”** means the Superior Court of California, County of San Mateo.

20 **1.16. “Defendant”** means the named Defendant, Rocket Mortgage, LLC.

21 **1.17. “Defense Counsel”** means Eric J. Gitig, Martin P. Vigodnier, and Nareg A. Kourouyan of
22 Jackson Lewis P.C.

23 **1.18. “Effective Date”** means the date when all of the following events have occurred: (1) the
24 Agreement has been executed by all Parties, Class Counsel and Defense Counsel; (2) Tolbert’s action has
25 been dismissed in its entirety without prejudice; (3) Snyder’s lawsuit has been dismissed in its entirety
26 without prejudice; (4) Plaintiffs’ have filed a First Amended Complaint in the Action, as described in
27 Paragraph 3.3 below; (5) the Court has granted Preliminary Approval of the Settlement; (6) the Class
28 Notice has been mailed to the Settlement Class, providing them with an opportunity to object to the terms

of this Settlement or opt out of the Settlement; (7) the Court has held a formal fairness hearing and entered a Final Approval Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Settlement, including the PAGA Settlement; (8) Plaintiff has provided notice of the PAGA Settlement and the Court's approval of the PAGA Settlement to the LWDA in accordance with Labor Code section 2698, et seq.; (9) sixty-five (65) days have passed since the Court has entered a Final Approval Order and Judgment; and (10) in the event there are written objections filed prior to the final fairness hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing Final Approval has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, the PAGA Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses as approved by the Court.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA Payment" means seventy-five percent (75%) of the PAGA Payment that will be distributed to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA.

1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments

in the amounts approved by the Court: PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, et seq.

1.29. “PAGA Employee” means those Class Members who worked as non-exempt employees for Defendant in California during the PAGA Period, as defined below. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA.

1.30. “PAGA Payment” means the amount to be paid from the Gross Settlement Amount in settlement and satisfaction of Plaintiffs’ claims against Defendant under PAGA, of which seventy-five percent (75%) shall be paid to the LWDA (“LWDA Payment”) and twenty-five percent (25%) shall be paid to PAGA Employees according to Pay Periods PAGA Employees worked during the PAGA Period (“Individual PAGA Payments”).

1.31. “PAGA Period” means the period from April 14, 2021, through the date of preliminary approval of the Settlement.

1.32. “PAGA Settlement” means the settlement and release of Released PAGA Claims by PAGA Employees, as defined below.

1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.34. “Pay Period” means any pay period during the PAGA Period which a PAGA Employee worked for Defendant in California for at least one day.

1.35. “Plaintiffs” means the named Plaintiffs, Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1 **1.37. “Released Claims”** means the claims being released in the Settlement, which includes the
2 Released Class Claims, Released PAGA Claims, and Released Individual Claims, as described in
3 Paragraph 6 below.

4 **1.38. “Released Class Claims”** means the claims being released in the Class Settlement, as
5 described in Paragraph 6.2 below.

6 **1.39. “Released Plaintiff’s Claims”** means the general release of claims by the Class
7 Representatives, as described in Paragraph 6.1 below.

8 **1.40. “Released PAGA Claims”** means the claims being released in the PAGA Settlement, as
9 described in Paragraph 6.3 below.

10 **1.41. “Released Parties”** means Defendant and all its present and former parent companies,
11 subsidiaries, divisions, related or affiliated companies (including, without limitation, Rocket Companies,
12 Inc.), shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and
13 any individual or entity which could be liable for any of the Released Claims, and Defense Counsel of
14 record in the Action.

15 **1.42. “Request for Exclusion”** means a Class Member’s submission of a written request to be
16 excluded from the Class Settlement signed by the Class Member.

17 **1.43. “Response Deadline”** means forty-five (45) days after the Administrator mails Notice to
18 Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for
19 Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class
20 Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator
21 shall have an additional fourteen (14) days beyond the Response Deadline expiration date.

22 **1.44. “Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

23 **1.45. “Workweek”** means any week during the Class Period which a Class Member worked for
24 Defendant in California for at least one day.

25 **2. RECITALS**

26 **2.1.** On April 14, 2022, Plaintiff D C Snyder (“Snyder”) submitted a notice to the LWDA to
27 advise of his intent to file a civil action against Defendant under PAGA.

28 **2.2.** On June 21, 2022, Snyder filed a complaint against Defendant in Los Angeles County

Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). Snyder's complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) unpaid minimum wage; (2) unpaid overtime; (3) meal periods; (4) rest periods; (5) inaccurate wage statements; (6) waiting time penalties; (7) unreimbursed business expenses; (8) failure to provide written compensation agreements; (9) false or misleading advertisements, solicitations, or communications regarding compensation or commissions which may be earned; (10) failure to keep accurate and complete payroll records; (11) failure to produce personnel, time, and pay records; (12) "standard conditions of labor violations"; (13) willful refusal to pay wages; (14) statutory wage violations; (15) unlawful payroll deductions; (16) paid sick leave violations; and (17) unlawful agreements regarding background checks and unlawful criminal history inquiries.

2.3. On June 21, 2023, Plaintiff Courtney Tolbert ("Tolbert") filed a putative class action complaint against Defendant in Riverside County Superior Court (Case No.: CVRI2303158) alleging the following causes of action: (1) unpaid minimum wage; (2) unpaid overtime; (3) improper meal periods; (4) improper rest periods; (5) unlawful deductions; (6) inaccurate wage statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unfair competition. Defendant subsequently removed Tolbert's complaint to the United States District Court for the Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)).

2.4. On December 1, 2023, Plaintiffs Virginia Brew, Tony Grosbeier, and Timothy Mellen (collectively, the "Brew Plaintiffs") submitted a notice to the LWDA to advise of their intent to file a civil action against Defendant under PAGA.

2.5. On February 15, 2024, the Brew Plaintiffs commenced the instant Action by filing a complaint against Defendant in San Mateo County Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). The Brew Plaintiffs' complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) waiting time penalties; (2) failure to furnish and provide accurate, itemized, wage statements; (3) failure to reimburse business expenses; (4) failure to provide compliant rest and meal breaks or provide compensation for non-compliant rest and meal breaks; (5) failure to pay all wages owed for all hours worked, including the required minimum wage and overtime compensation for all overtime hours worked at the appropriate rate;

(6) failure to provide employees each pay period with the amount of available paid sick leave (or paid time off an employer provides in lieu of sick leave) on the designated pay date with the employee's payment of wages; and (7) unlawful deductions.

2.6. On March 7, 2024, Plaintiffs and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven Mehta, Esq. While a resolution was not reached at the mediation, the Parties continued to engage in arms'-length negotiations and ultimately reached an agreement in principle on March 25, 2024, to resolve all claims asserted or that could have been asserted by Plaintiffs in their respective lawsuits.

2.7. Prior to mediation, Plaintiffs obtained, through formal discovery, time records, pay records, and other information relating to the size and scope of the Class, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs' believe their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. CONDITIONS PRECEDENT TO SETTLEMENT

3.1. In the interest of judicial economy given the proposed settlement and the number of cases involved, the United States District Court for the Central District of California (Hon. Mark Scarsi) dismissed Case No. 5:23-cv-01450 MCS (PVCx) without prejudice.

3.2. In the interest of judicial economy given the number of cases involved, Snyder will dismiss the action pending as Los Angeles County Superior Court Case No. 22STCV20293 without prejudice.

3.3. Plaintiffs will file a First Amended Complaint in the Action that adds (i) Snyder and Tolbert as named Plaintiffs; (ii) nine (9) causes of action on behalf of the putative Class for unpaid minimum wage, unpaid overtime, improper meal periods, improper rest periods, unlawful deductions, inaccurate wage statements, waiting time penalties, failure to reimburse business expenses, and unfair competition; (iii) all alleged violations of the California Labor Code set forth in Snyder's PAGA action, including claims under Labor Code sections 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California Industrial Commission

Wage Orders, and including all claims for or related to alleged failure to pay minimum or straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to produce records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to provide written commission agreements, Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions, unlawful financial and criminal background checks, statutory wage violations, and standard conditions of labor violations, and (iv) a cause of action for unpaid minimum wage and overtime under the Fair Labor Standards Act (“FLSA”). Rocket Mortgage LLC will be the only Defendant named in the First Amended Complaint.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

4.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) total and Release Payments of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00), in addition to any Individual Class Payments and Individual PAGA Payments the Class Representatives are entitled to receive in connection with the Settlement. Specifically, Plaintiffs will seek Court approval for the following (i) Class Representative Service

1 Payments: Ten Thousand Dollars and Zero Cents (\$10,000.00) to Tolbert; Seven Thousand Five Hundred
2 Dollars and Zero Cents (\$7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents
3 (\$2,500.00) to each of the Brew Plaintiffs; and (ii) Release Payments: Fifteen Thousand Dollars and Zero
4 Cents (\$15,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Snyder;
5 and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each of the Brew Plaintiffs.
6 Defendant will not oppose Plaintiff's requests for Class Representative Service Payments or Release
7 Payments that do not exceed these amounts. Plaintiffs will seek Court approval for any Class Representative
8 Service Payments and Release Payments no later than sixteen (16) court days prior to the Final Approval
9 Hearing. If the Court approves the Class Representative Service Payments and/or Release Payments for less
10 than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The
11 Administrator will pay the Class Representative Service Payments and Release Payments using IRS Form
12 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their Class Representative
13 Service Payments and Release Payments and hold Defendant harmless, and indemnifies Defendant, from any
14 dispute or controversy regarding any division or sharing of any of these payments.

15 **4.2.2. To Class Counsel:** A Class Counsel Fees Payment of not more than thirty-five percent (35%)
16 of the Gross Settlement Amount, which is currently estimated to be One Million Five Hundred Thousand
17 Dollars and Zero Cents (\$1,575,000.00) and a Class Counsel Litigation Expenses Payment of not more than
18 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). Defendant will not oppose requests for
19 these payments provided that they do not exceed these amounts. Plaintiffs will seek Court approval for any
20 Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court
21 days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fee Payment and/or Class
22 Counsel Litigation Expenses for less than the amounts requested, the Administrator will retain the remainder
23 in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
24 Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class
25 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
26 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
27 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
28 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute

or controversy regarding any division or sharing of any of these payments.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Each Participating Class Member will be entitled to receive an Individual Class Payment equal to at least one (1) Workweek.

4.2.4.1. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments: Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: The PAGA Payment not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), with seventy-five percent (75%) allocated to the LWDA as the LWDA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.5.1. The Individual PAGA Payments will be calculated by (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment (\$62,500.00) by the total number of

Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Pay Periods. Each PAGA Employee will be entitled to receive an Individual PAGA Payment equal to at least one (1) Pay Period. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access of the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not be permitted to share any Class Data with Plaintiffs, Class Counsel, or any other individual or entity absent express written approval by Defendant or Defense Counsel. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments and Release Payments. Disbursement of the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

1 Payment, and the Class Representative Service Payments and Release Payments shall not precede
2 disbursement of Individual Class Payments.

3 **5.3.1.** The Administrator will issue checks for the Individual Class Payments and Individual
4 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face
5 of each check shall prominently state the date (one hundred eighty (180) days after the date of mailing)
6 when the check will be voided (the “void date”). The Administrator will send checks for (i) Individual
7 Settlement Payments to all Participating Class Members and (ii) Individual PAGA Payments to all PAGA
8 Employees (including those for whom Class Notice was returned undelivered). The Administrator may
9 send Participating Class Members a single check combining the Individual Class Payment and the
10 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the
11 recipients’ mailing addresses using the National Change of Address Database.

12 **5.3.2.** The Administrator must conduct a Class Member Address Search for all other Class
13 Members whose checks are returned undelivered without United States Postal Service (“USPS”) forwarding
14 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
15 forwarding address provided or to an address ascertained through the Class Member Address Search. The
16 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are
17 returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member
18 whose original check was lost or misplaced, requested by the Class Member prior to the void date.

19 **5.3.3.** A postcard will be mailed by the Settlement Administrator to all Class Members with checks
20 that remain uncashed ninety (90) days after issuance to notify those Class Members about the upcoming
21 void date.

22 **5.3.4.** The Administrator will cancel all checks not cashed by the void date. For any Class
23 Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and
24 cancelled after the void date, the Administrator shall transmit the funds represented by such check to the
25 California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no
26 “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384(b).

27 **5.3.5.** The payment of Individual Class Payments and/or Individual PAGA Payments shall not
28 obligate Defendant to confer any additional benefits or make any additional payments to Class Members

(such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, Class Counsel, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims, as described below, and in exchange for the Class Representative Service Payments and Release Payments described in Paragraph 4.2.1 above, each Plaintiff and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which each Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Each Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 218, 221, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800 et. seq., 2802, 2751, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to reimburse business expenses, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the Class Period (“Released Class Claims”). Those Participating Class Members who cash, deposit, or otherwise negotiate their Individual Class Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act (“FLSA”) and to have, thereby, released the Released Parties of all minimum wage and overtime claims which arose from June 21, 2020, through the date of Preliminary Approval of the Settlement. In addition, Individual Class Payment checks will contain the following printed notice advising Participating Class Members that they are opting in to the Settlement and releasing their minimum wage and overtime claims under the FLSA by cashing, depositing or otherwise negotiating their Individual Class Payment checks: “BY CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN TOLBERT ET AL. V. ROCKET MORTGAGE, LLC, CASE NO. 24-CIV-00893, AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE

CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO THE SETTLEMENT.”

Other than the claims identified above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6.3. Release by PAGA Employees. All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs’ notices to the LWDA (as described in Paragraphs 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California Industrial Commission Wage Orders, and the California Code Regulations, and including all claims for or related to alleged failure to pay minimum or straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to produce records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to provide written commission agreements, Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions, unlawful financial and criminal background checks, statutory wage violations, standard conditions of labor violations, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the PAGA Period (“Released PAGA Claims”).

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1 **7.1. Plaintiffs' Responsibilities.** At least three (3) business days prior to filing the Motion for
2 Preliminary Approval, Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for
3 obtaining Preliminary Approval of the Class Settlement and approval of the PAGA Settlement under
4 Labor Code section 2699(f)(2), including drafts of the notice, memorandum in support, declarations in
5 support, and proposed Order Granting Preliminary Approval. The proposed Order Granting Preliminary
6 Approval shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Order with the
7 Court. Plaintiffs will attempt to incorporate any and all of Defense Counsel's revisions to the drafts of the
8 notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel's
9 revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to
10 resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court.

11 **7.2. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for
12 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
13 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
14 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
15 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
16 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
17 and in good faith, in an attempt to modify the Agreement and otherwise satisfy the Court's concerns if
18 possible.

19 **8. SETTLEMENT ADMINISTRATION.**

20 **8.1. Selection of Administrator.** The Parties have jointly selected Phoenix Settlement
21 Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix
22 Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
23 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their
24 Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator
25 other than a professional relationship arising out of prior experiences administering settlements.

26 **8.2. Employer Identification Number.** The Administrator shall have and use its own Employer
27 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
28 federal tax authorities.

1 **8.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

3 **8.4. Notice to Class Members.**

4 **8.4.1.** Using best efforts to perform as soon as possible, and in no event later than fourteen (14)
5 days after Defendant delivers the Class Data, the Administrator will send to all Class Members identified
6 in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this
7 Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member
8 addresses using the National Change of Address database and any other commercially reasonable methods
9 to update current address information.

10 **8.4.2.** Not later than five (5) days after the Administrator’s receipt of any Class Notice returned
11 by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address
12 provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a
13 further Class Member Address Search, and re-mail the Class Notice to the most current addresses obtained.
14 The Administrator has no obligation to make further attempts to locate or send Class Notice to Class
15 Members whose Class Notice is returned by USPS a second time.

16 **8.4.3.** The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay
17 Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five
18 (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
19 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

20 **8.4.4.** If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or
21 otherwise discovers any persons who believe they should have been included in the Class Data and should
22 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and
23 in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such
24 persons will be Class Members entitled to the same rights as other Class Members, and the Administrator
25 will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this
26 Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class
27 Notice, which ever are later.

28 **8.5. Requests for Exclusion (Opt-Outs).**

1 **8.5.1.** Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
2 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-
3 five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
4 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed letter from a Class
5 Member or their representative that reasonably communicates the Class Member's election to be excluded
6 from the Settlement and which must include the Class Member's name, address, email address or telephone
7 number, and last four digits of his or her Social Security Number. To be valid, a Request for Exclusion
8 must be timely faxed, emailed, or postmarked by the Response Deadline.

9 **8.5.2.** If the Administrator has reason to question the authenticity of a Request for Exclusion, the
10 Administrator may demand additional proof of the Class Member's identity. The Administrator's
11 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

12 **8.5.3.** Every Class Member who does not submit a timely and valid Request for Exclusion is
13 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all
14 terms and conditions of the Settlement, including the Participating Class Members' Releases under
15 Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the
16 Class Notice or objects to the Settlement.

17 **8.5.4.** Every Class Member who submits a valid and timely Request for Exclusion is a Non-
18 Participating Class Member and shall not receive an Individual Class Payment or have the right to object
19 to the class action components of the Settlement. Because there is no statutory right for any PAGA
20 Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated
21 release of claims and rights under PAGA, and further PAGA claims are subject to claim preclusion upon
22 entry of Judgment, Non-Participating Class Members who are PAGA Employees will be deemed to have
23 released the Released PAGA Claims described in Paragraph 6.3 of this Agreement and will remain eligible
24 for an Individual PAGA Payment.

25 **8.6.** Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall
26 have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14)
27 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or
28 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the

allocation by communicating with the Administrator via fax, email or mail. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked or fax stamped and returned to the Settlement Administrator at the specified address or fax telephone number below, and contain: (1) the Settlement Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (2) the number of workweeks the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation and Defendant may also provide the Administrator with additional records regarding the challenging Class Member's employment history in connection with the Administrator's review. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments and Release Payments.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing at their own expense and, in that event, the Participating Class Member objecting to the settlement and his/her attorneys (if any) shall provide the Court the case number(s) and court(s) for each case where the Participating Class Member and his/her attorneys (if any) filed an objection to a class action settlement within the last five (5) years. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

1 **8.7.3.** Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 **8.8.** Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
4 performed or observed by the Administrator contained in this Agreement or otherwise.

5 **8.8.1.** Email Address and Toll-Free Number. The Administrator will maintain and monitor an
6 email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7 **8.8.2.** Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly
8 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days
9 after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a
10 list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of
11 Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names
12 and other identifying information of Class Members who have submitted invalid Requests for Exclusion;
13 (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

14 **8.8.3.** Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
15 Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed
16 or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
17 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
18 checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the
19 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for
20 Exclusion and objections received.

21 **8.8.4.** Workweek and/or Pay Period Challenges. The Administrator has the authority to address
22 and make final decisions consistent with the terms of this Agreement on all Class Member challenges over
23 the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not
24 appealable or otherwise susceptible to challenge.

25 **8.8.5.** Administrator’s Declaration. Not later than fourteen (14) days before the date by which
26 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will
27 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
28 to its due diligence and compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

9. WORKWEEK ESTIMATE AND ESCALATOR CLAUSE. Based on a review of its records, Defendant estimated for purposes of mediation that there were approximately 644 Class Members who collectively worked an estimated total of 40,803 Workweeks between the beginning of the Class Period and March 7, 2024. If, at the end of the Class Period, the actual total Workweeks worked by the Class Members during the Class Period exceeds this figure by more than 10% (i.e., if there are 44,884 or more total Workweeks), Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those Workweeks worked in excess of ten percent (10%) of the current 40,803 estimate (i.e., if there is a twelve percent (12%) increase in the total Workweeks, Defendant shall increase the Gross Settlement Amount by two percent (2%)), or (ii) elect to cut off the Class Period as of the date the total Workweeks worked by Class Members during the Class Period does not exceed ten percent (10%) of the 40,803 estimate (i.e., so that the total Workweeks is at or below 44,883).

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to ten percent (10%) or more of the total Workweeks worked by all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel

and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699(1), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of all documents to be filed, including drafts of the notice, memorandum in support, declarations in support, and proposed Final Approval Order and Judgment, at least three (3) business days prior to filing the Motion for Final Approval. The proposed Final Approval Order and Judgment shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Final Approval Order and Judgment with the Court. Plaintiffs will attempt to incorporate any and all of Defense Counsel’s revisions to the drafts of the notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel’s revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Final Approval being filed with the Court.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval if possible. The Court’s decision to award less than the amounts requested for the PAGA Payment, Class Representative Service Payments and/or Release Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)

addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or any other Released Party that any of the allegations in this Action have merit or that Defendant or any other Released Party has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs

1 that Defendant's defenses in the Action have merit. The Parties agree that class certification and
2 representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant
3 Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest
4 certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the
5 Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to
6 contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action
7 will have no bearing on, and will not be admissible in connection with, any litigation (except for
8 proceedings to enforce or effectuate the Settlement and this Agreement).

9 **13.2. Confidentiality Prior to Preliminary Approval.** Plaintiffs and Class Counsel separately
10 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not
11 disclose, disseminate and/or make any public disclosures of any kind regarding the Settlement, including but
12 not limited to postings on Class Counsel's website and postings on any social media sites/outlets, or cause or
13 permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
14 indirectly, specifically or generally, to any person, corporation, association, government agency, or other
15 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
16 this Agreement confidential; (2) counsel in any related matters; (3) to the extent necessary to report income
17 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
18 inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to
19 immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such
20 information within two (2) business days of Plaintiffs and/or Class Counsel's receipt of any such order,
21 inquiry, or subpoena. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate
22 any conversation or other communication unrelated to Plaintiffs' efforts to obtain approval of this
23 Settlement, before the filing of the Motion for Preliminary Approval, with any third party regarding this
24 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
25 resolved," or words to that effect. Class Counsel will take all steps necessary to ensure Plaintiffs are aware
26 of and adhere to the restriction against any public disclosures regarding the Settlement. This paragraph does
27 not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
28 ethical obligations owed to Class Members. The Parties agree that the provisions in this Paragraph are

1 material terms of this Settlement Agreement.

2 **13.3. Confidentiality After Preliminary Approval.** Class Counsel will not include or use the
3 Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business
4 relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary
5 approval of the Settlement, Plaintiffs and Class Counsel shall issue no press release, and shall not post or
6 display information, opinions, statements or content on any social media site (like Facebook, Twitter etc.),
7 website, or blog, regarding this Settlement Agreement or this Action. This prohibits any posting on Class
8 Counsel's website concerning this Action or this Settlement Agreement with the exception of the posting
9 of the Class Notice, the deadline to opt out of the settlement, object to the settlement or dispute workweek
10 calculations, and the date, time and location of the Final Approval hearing, which may be posted during
11 the period between the date the Court grants preliminary approval of the Settlement through the date the
12 Court grants final approval of the Settlement. In the event that Plaintiffs or Class Counsel receives any
13 inquiry from a third party about this litigation or its termination, Plaintiffs and Class Counsel may state
14 only that "the matter was resolved." Class Counsel will take all steps necessary to ensure Plaintiffs are
15 aware of and adhere to the restriction against initiating any media comment. Nothing herein will restrict
16 Class Counsel from including publicly available information regarding this Settlement in future judicial
17 submissions regarding Class Counsel's qualifications and experience. The Parties agree that the
18 provisions in this Paragraph are material terms of this Settlement Agreement.

19 **13.4. No Solicitation.** The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
21 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
22 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 **13.5. Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the
25 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
26 by any Party.

27 **13.6. Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiffs and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.12. Released Parties are Third-Party Beneficiaries. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiffs, Participating Class Members, or PAGA Employees, or any party acting on Plaintiffs, Participating Class Members', and/or or PAGA Employees' behalf.

13.13. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement,

they will be bound by the terms herein, including the general release described in Paragraph 5.1 above. Plaintiffs further agree that, upon signing this Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

13.14. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

13.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.16. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.18. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party’s respective counsel of record.

13.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that

upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 6/5/2024

COURTNEY TOLBERT

Courtney Tolbert
2BF3CB5B85104EA...

DATED: 6/4/2024

VIRGINIA BREW

Virginia Brew
BAC64C09C1BB450...

DATED: 6/5/2024

TONY GROSBEIER

Tony Grosbeier
EDAE36C736344E9...

DATED: 6/5/2024

TIMOTHY MELLEN

Timothy Mellen
F14C964C0C4348E...

DATED: 6/5/2024

D C SNYDER

D C Snyder
46EE488B9E4A4A5...

DATED: _____

ROCKET MORTGAGE, LLC

By: _____

Title: _____

Approved as to form and content:

DATED: 6/4/2024

**RIGHETTI GLUGOSKI, P.C.
NATHAN & ASSOCIATES, A.P.C.**

Matthew Righetti
CD11929C788D477...

MATTHEW RIGHETTI

upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: _____

COURTNEY TOLBERT

DATED: _____

VIRGINIA BREW

DATED: _____

TONY GROSBEIER

DATED: _____

TIMOTHY MELLEN

DATED: _____

D C SNYDER

DATED: 6/19/2024

ROCKET MORTGAGE, LLC



By: Austin Niemiec

Title: CRO

Approved as to form and content:

DATED: _____

**RIGHETTI GLUGOSKI, P.C.
NATHAN & ASSOCIATES, A.P.C.**

MATTHEW RIGHETTI

1 JOHN GLUGOSKI
2 REUBEN NATHAN
3 *Attorneys for Plaintiffs*
4 COURTNEY TOLBERT, VIRGINIA BREW,
5 TONY GROSBEIER, TIMOTHY MELLEN

6 DATED: June 20, 2024

7 **JACKSON LEWIS P.C.**

8 

9 ERIC J. GITIG
10 MARTIN P. VIGODNIER
11 NAREG A. KOUROUYAN
12 *Attorneys for Defendant*
13 ROCKET MORTGAGE, LLC
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EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

**COURTNEY TOLBERT, VIRGINIA BREW, TONY GROSBEIER, TIMOTHY MELLEN, AND D C SNYDER,
PLAINTIFFS, V. ROCKET MORTGAGE, LLC, DEFENDANT.**

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN MATEO
CASE NO. 24-CIV-00893 (“ACTION”)**

A court authorized this notice. This is not a solicitation from a lawyer.

You have received this Notice because a) Rocket Mortgage, LLC’s records show that you were employed by Rocket Mortgage, LLC in California as a non-exempt employee at some time between June 21, 2019, through [insert date of preliminary approval of settlement], and b) you are eligible to receive compensation from a class action settlement.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you received this Notice of Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive this payment.
EXCLUDE YOURSELF	You can opt-out of the Class Settlement if you do not want to participate by sending the Administrator a written Request for Exclusion by [REDACTED], 2024. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. You cannot opt-out of the Private Attorneys General Act (PAGA) portion of the proposed Settlement.
OBJECT	Class Members who do not opt out of the proposed settlement (“Participating Class Members”) may object to the settlement. The deadline to file objections with the Court is [REDACTED], 2024.

A proposed settlement (the “Settlement”) has been reached in the above-referenced lawsuit (the “Action”). The Settlement resolves a class and representative action lawsuit in which Plaintiffs Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder (“Plaintiffs or “Class Representatives”) claim Defendant Rocket Mortgage, LLC (“Rocket Mortgage) violated California’s wage and hour laws. Rocket Mortgage has denied and continues to deny the factual and legal allegations in the case and believes it consistently complied with all applicable laws at all relevant times.

Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. If you still have questions, or if you wish to update your mailing information, please contact the settlement administrator, [REDACTED], at (xxx) xxx-xxxx.

1. Why did I get this notice?

You received this notice because Rocket Mortgage’s records show that you are a member of the Settlement Class. The “Settlement Class” or “Settlement Class Members” consist of all non-exempt employees who worked in California for Rocket Mortgage between June 21, 2019 through [INSERT DATE OF PRELIMINARY APPROVAL OF SETTLEMENT] (the “Class Period”). This notice tells you how you can a) be part of the class action Settlement, b) object to the proposed class action Settlement, or c) exclude yourself from the class action Settlement.

2. What is the Action and Settlement about?

Plaintiffs assert claims on behalf of themselves and other non-exempt employees who worked for Rocket Mortgage in California during the Class Period. Plaintiffs allege that Rocket Mortgage failed to pay minimum wages and overtime, failed to provide meal or rest periods, and failed to reimburse business expenses, among other claims. Rocket Mortgage denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. That notwithstanding, each side has decided to amicably resolve this matter rather than continue to trial.

The parties reached a settlement, subject to Court approval, to resolve all claims asserted in the Action. Plaintiffs believe the Settlement is fair, adequate, and reasonable, and is in the best interest of Settlement Class Members. By agreeing to settle, Rocket Mortgage is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action. The Court has not ruled on the merits of the Plaintiffs' claims or Rocket Mortgage's defenses (which means the court has not decided who is right or wrong).

On **DATE**, the Court issued an order preliminarily approving the proposed Settlement, approving this Notice and setting deadlines and a final approval hearing date. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for **INSERT DATE** ("Final Approval Hearing"). See below for details.

3. What does the settlement provide?

Subject to the Court's final approval, the terms of the Settlement are as follows:

- A. Rocket Mortgage will pay the gross settlement amount of \$4,500,000 ("the Settlement Amount"), which is inclusive of: attorneys' fees of not more than 35% of the Gross Settlement Amount (\$1,575,000) and costs incurred for representing Plaintiffs and the Settlement Class in the Action (not to exceed \$200,000); class representative service payments to Plaintiffs for their services as Class Representatives of not more than \$25,000 total (\$10,000 to Courtney Tolbert; \$7,500 to D C Snyder; and \$2,500 each to Virginia Brew, Tony Grosbeier, Timothy Mellen); release payments to Plaintiffs of not more than \$30,000 total (\$15,000 to Courtney Tolbert; \$7,500 to D C Snyder; and \$2,500 each to Virginia Brew, Tony Grosbeier, Timothy Mellen) in consideration for Plaintiff's general release of claims against Rocket Mortgage; a payment of \$250,000 in settlement of Plaintiffs' claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% (\$187,500) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$62,500) will be paid to Settlement Class Members who worked for Rocket Mortgage between April 14, 2021 through **DATE OF PRELIMINARY APPROVAL OF SETTLEMENT** ("PAGA Employees"), pursuant to PAGA; and an administrator expenses payment not to exceed \$10,500 to Phoenix Settlement Administrators. Each of these sums will be paid from the Settlement Amount. The remaining amount (the "Net Settlement Amount") will be paid to Settlement Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members"). The Court will consider the attorneys' fees, costs, and service awards at the Final Approval Hearing up to the amounts listed in this notice, but has not yet made any order on the request.
- B. Each Participating Class Member will be allocated an "Individual Class Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for Rocket Mortgage in California as a non-exempt employee during the Class Period, as follows: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks each Participating Class Member worked during the Class Period. The parties are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Rocket Mortgage will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

- C. In addition to the Individual Class Payment, each Participating Class Member who is also a PAGA Employee will be allocated an “Individual PAGA Payment,” which will be calculated based on the number of “Pay Periods” the PAGA Employee worked for Defendant in California as a non-exempt employee during the PAGA Period, as follows: (a) dividing the PAGA Employees’ twenty-five percent (25%) share of the PAGA Payment (\$62,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods each PAGA Employee worked during the PAGA Period. The Administrator will report the full amount of the Individual PAGA Payment on IRS 1099 Forms.

According to Rocket Mortgage’s records, you worked for Rocket Mortgage as a non-exempt employee in California for a total of [REDACTED] Workweeks during the Class Period, of which [REDACTED] qualify as Pay Periods during the PAGA Period. Based on the above methodology, your estimated Individual Class Payment is \$[REDACTED] and your estimated Individual PAGA Payment is \$[REDACTED].

Although the parties have agreed to the above allocations, neither side is giving you any advice on whether your Individual Class Payment or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

4. What am I giving up in exchange for the settlement benefits?

If you do not timely exclude yourself from the class action Settlement as explained below, then upon the date on which the settlement becomes Effective, you will release Rocket Mortgage and all related parties (“Released Parties”) from all claims under state, federal or local law, whether statutory, common law or administrative, arising out of or related to the class action allegations set forth in the Action (“Released Class Claims”), as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 218, 221, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800 et. seq., 2802, 2751, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to reimburse business expenses, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the Class Period (“Released Class Claims”). In addition, those Participating Class Members who cash, deposit, or otherwise negotiate their Individual Class Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act (“FLSA”) and to have, thereby, released the Released Parties of all minimum wage and overtime claims which arose from June 21, 2020 through the date of Preliminary Approval of the Settlement. Individual Class Payment checks will contain the following printed notice advising Participating Class Members that they are opting in to the Settlement and releasing their minimum wage and overtime claims under the FLSA by cashing, depositing or otherwise negotiating their Individual Class Payment checks: “BY CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN TOLBERT ET AL. V. ROCKET MORTGAGE, LLC, CASE NO. 24-CIV-00893, AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO THE SETTLEMENT.” Other than the claims identified above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

In addition to the Released Class Claims, upon the date on which the payment of the Gross Settlement Amount is made by Defendant, all PAGA Employees shall be deemed to have released their respective PAGA claims against the Released Parties, as follows:

All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs' notices to the LWDA (as described in Paragraphs 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226.3, 226, 226.6, 226.7, 233, 234, 245-248.5, 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California Industrial Commission Wage Orders, and the California Code Regulations, and including all claims for or related to alleged failure to pay minimum or straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to produce records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to provide written commission agreements, Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions, unlawful financial and criminal background checks, statutory wage violations, standard conditions of labor violations, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the PAGA Period.

5. Who are the attorneys representing the parties?

Class Counsel

Matthew Righetti – matt@righettilaw.com
John Glugoski – jglugoski@righettilaw.com
RIGHETTI GLUGOSKI, P.C.
2021 Union Street, Suite 400
San Francisco, CA 94123
Telephone: (415) 983-0900

Reuben D. Nathan – rnathan@nathanlawpractice.com
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Suite 200
Newport Beach, California 92663
Telephone: (949) 270-2798

Defendant's Counsel

Eric J. Gitig – Eric.Gitig@jacksonlewis.com
Martin P. Vigodnier –
Martin.Vigodnier@jacksonlewis.com
Nareg A. Kourouyan –
Nareg.Kourouyan@jacksonlewis.com
JACKSON LEWIS P.C.
725 S. Figueroa, Suite 2500
Los Angeles, CA 90017
Telephone: (213) 689-0404

6. How do I participate in the settlement?

You are not required to take any action to receive your individual settlement payments. If you do nothing, your share of the settlement proceeds will be mailed to you by check after the Court grants "final approval" of the Settlement, and after time for appeals has ended or any appeals have been resolved, if applicable.

7. How do I opt-out of the Settlement Class?

If you do not wish to participate in the class Settlement (i.e., "Opt Out"), you must complete and sign a request for exclusion and return it by first class mail, facsimile, or email to:

PHOENIX SETTLEMENT ADMINISTRATORS
1411 N. Batavia St., Suite 105
Orange, California 92867
Fax: (949) 209-2503
Email: jarrrod@phoenixclassaction.com

Your Request for Exclusion must include the following: (1) a statement that reasonably communicates your election to be excluded from the class Settlement (e.g., “I wish to exclude myself from the class settlement reached in the matter of *Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder v. Rocket Mortgage, LLC.*”); (2) your name, address, email address or telephone number, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion must also (4) be faxed, emailed, or postmarked on or before **DATE** and returned to the Settlement Administrator at the mailing address, email, or fax number specified above.

Your Request for Exclusion will not be valid if it does not comply with the above requirements. The date of the postmark on the return mailing envelope or the fax stamp, or in the event of an email, the date the email was sent, shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before **DATE** shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the class Settlement, will not receive proceeds from the class Settlement, and will not be bound by the class releases of the Settlement. However, by excluding yourself from the class Settlement you may pursue your own claims against Rocket Mortgage in the future, subject to any defenses that Rocket Mortgage may assert.

There is no statutory right for any PAGA Employee to opt out or otherwise be excluded from the PAGA portion of the Settlement and the associated release of claims and rights under PAGA.

8. What happens with any uncashed settlement checks?

All individual settlement checks that are not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be transferred to the *cy pres* beneficiary approved by the Court pursuant to Code of Civ. Proc., § 384, subd. (b).

9. What if I have questions about my Individual Class and/or PAGA Payment calculations?

If any Settlement Class Member wants additional information about the calculation of his or her Individual Class or PAGA Payment, details may be obtained from the Settlement Administrator. The Settlement Class Member has the right to challenge whether the Workweek calculations are proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked, emailed, or fax stamped by **DATE** and returned to the Settlement Administrator at the specified address, email or fax telephone number below, and contain: (1) the Settlement Class Member’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (2) the number of Workweeks and/or Pay Periods the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope, email or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Workweeks and/or Pay Periods identified for each Settlement Class Member in this Notice will be presumed to be correct unless a particular Settlement Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid Workweek and Pay Period challenges.

10. How do I object to the Settlement?

If you do not file a Request for Exclusion, you can object to the terms of this Settlement before it is granted final approval by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you may fax, email, or mail via first class mail to the Settlement Administrator a written statement objecting to this Settlement setting forth the legal and factual grounds for any objection. You cannot ask the Court for a larger settlement; the Court can only approve or deny the proposed settlement. A Settlement Class Member who elects to send a written objection to the Settlement Administrator must do so no later than **DATE**. If you do not send a written objection, you may still appear at the final approval hearing or through an attorney you hire,

at your own expense, to object. If you are represented by counsel, your attorney must file with the Superior Court a notice of appearance providing the attorney's contact information. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing in Department 4 of the San Mateo County Superior Court, located at Hall of Justice Courthouse, 400 County Center, Courtroom 4C, Redwood City, CA 94063, on XXX at __:00 a.m. Appearances at the hearing can also be made by Zoom at this link: <https://sanmateocourt.zoomgov.com/j/1606248977?pwd=TzhrcjNlbnmxlcFNqZFdvREdCMERZUT09> Meeting ID: 160 624 8977 Password: 230279. Notification of any changes to the time or location of the fairness hearing, as well as the final judgment following final approval, if any, will be available at this link: [REDACTED]. If there are objections, the Court will consider them at the final approval hearing. The Court will also consider how much to pay Class Counsel and the amount of any class representative service payments and release payments to Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You do not need to come to the hearing. Class Counsel will answer any questions the judge may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to court to talk about it. You can appear at the hearing, at your own expense, to discuss any objections you may have with the Court whether or not you file an objection in writing. You may also pay another lawyer to attend, but this is not required.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the settlement agreement and other information located at www.xxxxxx. You may also review the pleadings, the settlement agreement, and other papers filed in the Action which may be inspected in person at the courthouse, or by searching case number 24-CIV-00893 on the Court's website located at <https://web.sanmateocourt.org/midx/>. All inquiries by Class Members regarding this Notice and/or the settlement should be directed to the Settlement Administrator using the contact information set forth below:

Settlement Administrator

PHOENIX SETTLEMENT ADMINISTRATORS

1411 N. Batavia St., Suite 105

Orange, California 92867

Tel: (800)523-5773/Fax: (949) 209-2503

Email: Taylor@phoenixclassaction.com

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH INQUIRIES.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.