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Courtney Tolbert

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

VIRGINIA 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,

v.

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*

**DECLARATION OF JOHN GLUGOSKI IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: September 24, 2024

Time: 2:00 p.m.

Dept: 4

1 I, **JOHN GLUGOSKI**, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California with Righetti
3 Glugoski, P.C. (Formerly Righetti Law Firm P.C.), attorneys of record for Plaintiffs. I have
4 personal knowledge of the following facts and if called as a witness would testify as follows:

5 **EDUCATION AND EXPERIENCE**

6 2. I graduated from the University of California at Berkeley in 1993 with a degree
7 in Political Science. I then graduated from the University of San Francisco, School of Law in
8 1997. I am admitted to practice law before the following courts: United States Court of Appeals,
9 Ninth Circuit, United States Court of Appeals, Federal Circuit, United States District Court,
10 Northern, Central, Eastern, and Southern Districts of California, and all of California's state
11 courts.

12 3. I have been practicing law full time for over twenty-six (26) years. My practice
13 has been devoted to complex class action and/or representative action litigation for the past
14 twenty-six years. Much of this litigation has involved class action and representative action
15 prosecution of wage and hour laws (state and federal), state and federal privacy laws (FCRA,
16 CCPA and CCCRA) and consumer laws. A sampling of some of the more significant
17 class/representative action cases (including wage and hour litigation) handled by Righetti
18 Glugoski, P.C., includes:

- 19 • Co-lead counsel in *Rocher v. Sav-On Drug Stores* (Hon. Victoria G. Chaney, Los
20 Angeles County Superior Court); See, *Sav-On Drug Stores, Inc. v. Superior Court*, (2004) 34
21 Cal.4th 319 (reversing the Second DCA, the California Supreme Court unanimously reinstated
22 the trial court's order granting class certification). The *Sav-On* litigation was settled after the
23 first phase of trial.
- 24 • Lead counsel in *Gentry v. Circuit City Stores, Inc.*, (2007) 42 Cal.4th 443 (reversing the
25 Court of Appeal, the California Supreme Court set forth the factors for trial courts to use in
26 determining whether or not to enforce bans on class actions in employment arbitration
27 agreements).

- 1 • Lead counsel in *Crab Addison v. Superior Court*, (2008) 169 Cal.App.4th 958 [affirming
2 the trial court, the Court of Appeal upheld an order compelling defendant to divulge names and
3 contact information of putative class members in wage and hour overtime action].
- 4 • Lead counsel in *Rutti v. Lojack Corp., Inc.* (2010) 596 F.3d 1046 [granting plaintiffs'
5 petition for rehearing, the Ninth Circuit reversed the district court's summary judgment order
6 setting parameters for the *de minimus* doctrine and compensable "hours worked" under both
7 state and federal law].
- 8 • Co-lead counsel in *In re Trans Union Privacy Litigation* (MDL, Northern District of
9 Illinois). We were appointed by the Hon. Marvin E. Aspen to serve as co-lead counsel in
10 multidistrict litigation against Trans Union. The litigation focused on Trans Union's use of its
11 vast database of financial information, which includes the confidential financial information of
12 most adults in the United States, to create and sell "target marketing" lists to advertisers in
13 violation of the FCRA. After nearly a decade of litigation the case resulted in a settlement with
14 Trans Union valued at more than \$100 million (including \$75 million in cash). The settlement
15 obtained final approval from the Hon. Robert Gettleman on September 17, 2008. In August
16 2009, all appeals of the order approving the settlement were dismissed and the settlement
17 became final. Pursuant to the terms of the settlement, credit monitoring relief was distributed
18 to class members as well as a cash payment to class members. We believe the Trans Union
19 certified class is the largest class of individuals ever certified in the United States.
- 20 • Counsel in *Elder v. Schwan Foods* (individual exemption misclassification) tried to a
21 jury verdict in the Los Angeles Superior Court. First Appeal: On May 12, 2011, the California
22 Court of Appeal reversed a trial court order that failed to award restitution and penalties
23 following a jury verdict in favor of our client. The Court of Appeal ordered the trial court to
24 reconsider the equitable remedies of restitution and civil penalties. Second Appeal: On
25 February 27, 2013, the employer contended it was deprived of its right to a statement of
26 decision because the trial court did not issue a tentative decision. The Court of Appeal rejected
27 the employer's appeal finding both that there was no prejudicial error and there was sufficient
28 evidence in the record to award restitution and civil penalties for violation of California's
overtime laws.

- 1 • Counsel in the matter *Roberto Martinez et al. v. Joe's Crab Shack Holdings et al.*, 231
2 Cal.App.4th 362 (2014) where the Court of Appeal reversed the trial court's denial of class
3 certification in an executive misclassification case.
- 4 • Co-counsel in cases against Home Depot and 99 Cent Only Stores where the trial courts
5 limited the California Private Attorney General Act (PAGA) only to claims under the Labor
6 Code and not to claims under the IWC Wage Orders. In both cases the Courts of Appeal
7 reversed in published decisions. See *Home Depot v. Superior Court* (2011) 191 Cal.App.4th
8 210 (review denied March 16, 2011) (holding PAGA applicable to seating claims on grounds
9 that Labor Code §1198 incorporates IWC Wage Order protections); *Bright v. 99 Cents Only*
10 *Stores* (2010) 189 Cal.App.4th 1472 (review denied February 16, 2011) (same).
- 11 • Co-counsel in a PAGA action against Bank of America on behalf of California bank
12 tellers. The case was twice dismissed by Judge Real. Judge Real's orders were both reversed
13 by the Ninth Circuit – *Green v. Bank of America, N.A.* (9th Cir. 2013) __ Fed. Appx., 2013 WL
14 _____ and *Green v. Bank of America, N.A.* (9th Cir. 2015) 634 Fed.Appx. 188. On remand
15 the Ninth Circuit removed the case from the docket of Judge Real and re-assigned the case to
16 Judge Percy Anderson.
- 17 • Class counsel in the certified class action *Hall v. Rite Aid Corporation* in San Diego
18 County Superior Court. In 2014 the Fourth District Court of Appeal reversed the trial court's
19 decertification order. See, *Hall v. Rite Aid Corporation*, 226 Cal.App.4th 278 (2014, review
denied August 27, 2014). The case settled for \$18M on the day of trial.
- 20 • We were co-counsel in litigation against Wal-Mart, JPMorgan Chase Bank and CVS
21 Pharmacy Inc. (*Henderson v. JPMorgan Chase Bank* (C.D. Cal.), No. 2:11-CV-03428), *Brown*
22 *v. Wal-Mart, Inc.* (N.D. Cal.), No. 5:09-cv-03339-EJD, and *Kilby v. CVS Pharmacy, Inc.* (S.D.
23 Cal.), No. 09-CV-2051-MMA. The district court in *Wal-Mart* granted class certification based
24 on plaintiffs' construction of the law, while the district courts in *CVS* and *JPMorgan Chase*
25 denied class certification after rejecting plaintiffs' construction of the same law. All three cases
26 were then appealed and coordinated before the Ninth Circuit in December 2013. The Ninth
27 Circuit panel asked the California Supreme Court to accept certification of three questions of
28 statutory construction (739 F.3d 1192). More than two years later, after extensive briefing by

1 the parties and *amici*, the California Supreme Court in April 2016 issued its unanimous opinion
2 in *Kilby* setting forth its definitive construction of the law. *Kilby v. CVS* (2016) 63 Cal.4th 1.
3 Based on this construction by the California Supreme Court, the Ninth Circuit affirmed the
4 grant of class certification in *Wal-Mart* (2016 WL 3212265) and reversed the district court
5 orders in *CVS* and *JPMorgan Chase*. Wal-Mart settled for \$65M.

6 4. Righetti Glugoski, P.C. acted as trial counsel in what we believe are the only four
7 class action overtime cases ever to have been tried under the quantitative executive exemption
8 standard articulated in *Ramirez v. Yosemite Water Company*, (1999) 20 Cal.4th 785. We were
9 trial counsel in a class action tried in Los Angeles County Superior Court before the Hon. J.
10 Stephen Czuleger, resulting in a finding that U-Haul had misclassified all California salaried
11 “General Managers” as exempt from overtime. We were also trial counsel in a certified class
12 action tried in San Diego County Superior Court before the Honorable Patricia Cowett,
13 resulting in a judgment finding that Party City had misclassified salaried employees as exempt
14 and an award of class wide damages, fees and costs. In the third case, we were trial counsel in
15 the *Sav-on* overtime litigation where, following remand after appeal, we completed the first
16 phase of trial before the Honorable Victoria G. Chaney in Los Angeles County Superior Court
17 (complex). The case was then settled before the second phase of trial. In the fourth trial, we
18 were class counsel in a certified class action against Taco Bell alleging that its restaurant
19 general managers were misclassified as exempt under California law. The case was tried in
20 the San Diego County Superior Court before the Hon. Kevin Enright and settled after four
21 weeks of trial.

22 5. I was also honored as one of the Daily Journal’s Top Labor & Employment
23 Lawyers for 2010 for my work on *Rutti v. Lojack*. I speak on panels that involve class action,
24 representative action and employment issues such as trial methodology, class certification,
25 discovery and privacy issues, arbitration agreements and releases, mediation and settlement
26 and recent developments in the field. Speaking engagements are typically for organizations
27 such as California Employment Lawyers Association, Bridgeport CEB, and a wide range of
28 Bar associations.

1 6. Over the years litigating these kinds of cases, we have developed a good deal of
2 appellate experience. It is quite common for our cases to traverse through the appellate courts
3 during the course of proceedings. We have also represented plaintiffs in many other appellate
4 court decisions in state and federal court and at the NLRB. Righetti Glugoski also represents
5 various amicus groups on occasion in court of appeal proceedings. We have handled appeals
6 throughout California and in the federal courts of the Ninth Circuit, the Seventh Circuit, the
7 Fourth Circuit and the Federal Circuit.

8 7. We have been working with Reuben Nathan from Nathan & Associates, APC
9 during the entirety of this litigation. Mr. Nathan has extensive experience litigating class
10 actions, including in the area wage and hour litigation. I believe Mr. Nathan is well qualified
11 to evaluate the claims in this case.

12 **INVESTIGATION AND RELEVANT LITIGATION HISTORY**

13 8. On June 21, 2022, Snyder filed a complaint against Rocket in Los Angeles County
14 Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612).
15 Snyder's complaint sought to recover PAGA civil penalties based on the following alleged
16 violations of the California Labor Code: (1) unpaid minimum wage; (2) unpaid overtime; (3) meal
17 periods; (4) rest periods; (5) inaccurate wage statements; (6) waiting time penalties; (7)
18 unreimbursed business expenses; (8) failure to provide written compensation agreements; (9) false
19 or misleading advertisements, solicitations, or communications regarding compensation or
20 commissions which may be earned; (10) failure to keep accurate and complete payroll records;
21 (11) failure to produce personnel, time, and pay records; (12) "standard conditions of labor
22 violations"; (13) willful refusal to pay wages; (14) statutory wage violations; (15) unlawful payroll
23 deductions; (16) paid sick leave violations; and (17) unlawful agreements regarding background
checks and unlawful criminal history inquiries.

24 9. On June 21, 2023, Plaintiff Courtney Tolbert ("Tolbert") filed a putative class
25 action complaint against Rocket in Riverside County Superior Court (Case No.: CVRI2303158)
26 alleging the following causes of action: (1) unpaid minimum wage; (2) unpaid overtime; (3)
27 improper meal periods; (4) improper rest periods; (5) unlawful deductions; (6) inaccurate wage
28 statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unfair

1 competition. On July 25, 2023, Rocket subsequently removed Tolbert’s complaint to the United
2 States District Court for the Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)).
3 The case was assigned to the Honorable Mark C. Scarsi.

4 10. On September 19, 2023, Judge Scarsi issued a Scheduling Order setting the
5 deadline of January 30, 2024, for Plaintiff Tolbert to file his Motion for Class Certification. Judge
6 Scarsi set the Opposition deadline for February 20, 2024 and Plaintiff’s Reply brief deadline for
7 March 5, 2024. The hearing on the Motion was scheduled to take place on March 25, 2024. To
8 meet Judge Scarsi’s breathtakingly fast class certification deadlines, the parties moved quickly
9 to prepare for the class certification briefing and hearing. When the parties attempted to jointly
10 request a short modification of the briefing schedule due to scheduling conflicts, Judge Scarsi
11 immediately denied the request without explanation.

12 11. The parties fully briefed class certification and were set to appear for the hearing
13 on the Motion for Class Certification on March 25, 2024, before Judge Scarsi.

14 12. On December 1, 2023, Plaintiffs Virginia Brew, Tony Grosbeier, and Timothy
15 Mellen (collectively, the “Brew Plaintiffs”) submitted a notice to the LWDA to advise of their
16 intent to file a civil action against Rocket under PAGA.

17 13. On February 15, 2024, the Brew Plaintiffs commenced the instant Action by filing
18 a complaint against Rocket in San Mateo County Superior Court alleging a single cause of action
19 under PAGA (Case No.: 22STCV37612). The Brew Plaintiffs’ complaint sought to recover PAGA
20 civil penalties based on the following alleged violations of the California Labor Code: (1) Failure
21 to pay all similarly situated California employees all wages due immediately or within seventy-
22 two hours of termination, or resignation, as well as all associated waiting time penalties, in
23 violation of California Labor Code sections 201-203; (2) failure to furnish and provide accurate,
24 itemized, wage statements to all similarly situated California employees, in violation of
25 California Labor Code section 226; (3) failure to reimburse all similarly situated California
26 employees for work-related expenses incurred while working from home, in violation of
27 California Labor Code section 2802; (4) failure to provide compliant rest and meal breaks or
28 provide compensation for non-compliant rest and meal breaks in violation of California Labor
Code section 226.7, and (5) failure to pay all wages owed for all hours worked, including the

1 required minimum wage and overtime compensation for all overtime hours worked at the
2 appropriate rate.

3 14. As set forth above, by March 5, 2024, the parties had fully briefed the class
4 certification motion pursuant to Judge Scarsi's scheduling order.

5 15. On March 7, 2024, while the motion for class certification was pending, Plaintiffs
6 and Rocket, by and through Class Counsel and Defense Counsel respectively, participated in an
7 all-day mediation presided over by Steven Mehta, Esq. in an effort to resolve all outstanding
8 claims in the various cases. While a resolution was not reached at the mediation, the Parties
9 continued to engage in arms' length negotiations.

10 16. On March 25, 2024, the day of the class certification hearing with Judge Scarsi,
11 the Parties reached a global settlement agreement which, subject to court approval, intended to
12 fully dispose of all claims alleged in the three actions that have been consolidated before this
13 Court into one operative complaint: a) the instant action, b) the putative representation PAGA
14 action filed in Los Angeles County Superior Court (*D C Snyder v. Rocket Mortgage, LLC*, et al.,
15 Case no. 22STCV20293), and c) the putative class action initially filed the Riverside county
16 Superior Court and later removed to the U.S. District Court for the Central District of California
17 (*Courtney Tolbert v. Rocket Mortgage, LLC*, Case No. 5:23-cv-01450-MCS-PVC), as well as a
18 prior putative class and collective action that was filed by Snyder on April 29, 2022 removed to
19 the Central District of California on June 3, 2022 and voluntarily dismissed on November 24,
20 2022 (*D C Snyder v. Rocket Mortgage, LLC*, Case No. 2:22-cv-03840-MCS-AS) (collectively,
the "Actions").

21 17. At the class certification hearing, in the Tolbert action, the parties announced to
22 Judge Scarsi that, subject to court approvals, they had reached a global resolution of the claims
23 in the pending cases referenced above.

24 18. The settlement presented to the Court by way of this motion was the result of
25 extensive work performed in briefing the claims at issue for class certification. A true and correct
26 copy of the Docket from the Tolbert action before Judge Mark C. Scarsi detailing the extensive
27 work conducted on behalf of the proposed class is marked and attached hereto to as Exhibit 1.

28 19. The Motion for Class Certification, Opposition and Reply briefs, including the

Declarations of Plaintiffs' experts Arzumanyan and Ingersoll and Defendant's expert Crandall can be found at Docket Nos. 54 through 54-8 (Motion), 60 through 61-35 (Opposition) and 63 through 63-4 (Reply) in *Tolbert v. Rocket*, United States District Court, Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)).

20. On June 11, 2024, Plaintiffs amended this action to consolidate the four actions identified above and to add all the claims pending in the various actions in the First Amended Complaint in order to efficiently present this settlement in a single forum before this Court.

21. The work performed in this case has been extensive and falls into the following categories:

- a) Investigation of potential and pending state and federal legal claims arising from Labor Code violations, Rocket's policies and practices and corporate structure;
- b) Investigating the potential claims and damages model necessary for the claims in this action;
- c) Investigating the adequacy of the named Plaintiffs;
- d) Investigating and retaining consultants/experts to provide opinions on relevant issues for certification and trial;
- e) Drafting and served notice letters to Rocket pursuant to the PAGA;
- f) Interviewing dozens of putative class members and co-employees who corroborated that they had experienced the same violations that Plaintiffs complained of;
- g) Drafting and filing the original and Amended Complaint;
- h) Drafting multiple sets of discovery;
- i) Requesting, briefing, and participating in four separate informal discovery conferences with Magistrate Judge Pedro Castillo, plus follow-up conferences with Mag. Judge Castillo;
- j) Conducting seven corporate depositions;
- k) Filing a motion for class certification and reply brief, including a motion to strike evidence, in the *Tolbert* action;
- l) Conducting deposition of Rocket's class certification expert;

- 1 m) Defending the depositions of Plaintiff Tolbert and twelve (12) class certification
2 declarants;
- 3 n) Attending mediation with Steve Mehta, Esq.;
- 4 o) Engaging in extensive arm's length settlement discussions; and
- 5 p) Drafting settlement documents necessary for court approvals, including motion for
6 preliminary approval with supporting evidence.

7 22. Specifically, following Rule 26 disclosures in the *Tolbert* Action in Federal Court
8 the litigation in this consisted of the following:

9 Propounded by Plaintiffs in the *Tolbert* Action:

- 10 • Request for Production of Documents, Set One (eleven document requests),
11 August 11, 2023;
- 12 • Special Interrogatories, Set One (seven special interrogatories), August 11, 2023
- 13 • Amended Request for Production of Documents, Set One (eleven document
14 requests), August 30, 2024;
- 15 • Amended Interrogatories, Set One (seven interrogatories), August 30, 2024;
- 16 • Request for Production of Documents, Set Two (four document requests),
17 September 8, 2023;
- 18 • Request for Production of Documents, Set Three (four document requests),
19 October 13, 2023;
- 20 • Request for Production of Documents, Set Four (eight document requests),
21 November 7, 2023;
- 22 • Request for Admission, Set One (thirteen requests for admission), November 13,
23 2023;
- 24 • Request for Production of Documents, Set Five (one document request),
25 November 13, 2023;
- 26 • Special Interrogatories, Set Two (one special interrogatory), November 13, 2023;
- 27 • Request for Production of Documents, Set Six (four document requests),
28 December 28, 2023;

- Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (ten topics & twenty-three document requests); August 11, 2023;
- Special Interrogatories, Set One (seven special interrogatories), August 11, 2023;
- Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (ten topics & twenty-three document requests); August 30, 2023
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Cody Adams, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Paul Conway, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Mark Hirsch, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Jacob Brickert, September 14, 2023;
- Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action, to Workday, Inc., October 11, 2023 and November 16, 2023;
- Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (seven topics & seven document requests); November 7, 2023
- Notice of Taking Deposition of Robert Crandall, February 23, 2024.

Defendant's Discovery Responses in the *Tolbert* Action:

- Defendant's Response to Amended Request for Production of Documents, Set One (eleven document requests), September 29, 2023;
- Defendant's Response to Special Interrogatories, Set One (seven special interrogatories), September 29, 2023;
- Defendant's Response to Amended Request for Production of Documents, Set One (eleven document requests), October 4, 2023;
- Defendant's Response to Amended Special Interrogatories, Set One (seven special interrogatories), October 4, 2023.

- Defendant's Response to Request for Production of Documents, Set Two (four document requests), October 17, 2023
- Defendant's Responses to Request for Production of Documents, Set Three (five document requests), November 16, 2023.
- Defendant's Response to Request for Production of Documents, Set Four (eight document requests), December 7, 2023.
- Defendant's Response to Request for Admissions, Set One (thirteen requests for admission), December 22, 2023.
- Defendant's Response to Request for Production of Documents, Set Five (one document request), December 22, 2023.
- Defendant's Response to Special Interrogatories, Set Two (nineteen special interrogatories), December 22, 2023.
- Defendant's Privilege Log in Response to Request for Production, Set Four, January 5, 2024.
- Defendant's Response to Request for Production of Documents, Set Six (three document requests), January 29, 2024.
- Defendant's Supplemental Responses to Request for Production of Documents, Set Six (two document requests), February 27, 2024.
- Defendant's Objections to Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, October 17, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Paul Conway, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Mark Hirsch, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Jacob Brickert, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Cody Adams, October 20, 2023;

- Defendant's Supplemental Objections to Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, November 2, 2023;
- Defendant's Amended Verification (Ashley Attaway) re Responses to Amended Special Interrogatories, Set One, November 8, 2023;
- Defendant's Responses to Request for Production of Documents, Set Three, November 16, 2023;
- Workday, Inc.'s Responses and Objections to Fed. R. Civ. P. 45 Subpoena, November 30, 2023;
- Defendant's Objections to Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, December 7, 2023;
- Defendant's Privilege Log In Response to Request for Production of Documents, Set Four, January 5, 2024;
- Defendant's Responses to Request for Production of Documents, Set Six, January 29, 2024;
- Defendant's Supplemental Responses to Requests for Production of Documents, Set Six, February 27, 2024.

Informal Discovery Conferences With Magistrate Judge Castillo:

The discovery referenced above progressed through extensive meet and confer efforts to resolve discovery disputes at every turn. Resolution of the discovery disputes was aided by frequent communications with Magistrate Judge Castillo. Between October 12, 2023 and February 16, 2024, Tolbert requested and participated in five separate informal discovery conferences addressing Plaintiff's requests for Rocket to: (1) provide contact information for putative class members, (2) verify its interrogatory responses, (3) produce a privilege log, (4) conduct an ESI search, (5) provide a 30(b)(6) witness, and (6) produce time punch records maintained by Workday, Inc.

Subpoena to Workday:

Tolbert had considerable difficulty obtaining discovery of wage-related records from Defendant in this case – to the point where Tolbert issued a subpoena for records to Defendant's

1 vendor, Workday. Workday refused to comply with the subpoena. Enforcement of the Workday
2 subpoena was required. Tolbert initiated an enforcement proceeding to obtain compliance in the
3 U.S. District Court for the Northern District of California with the records subpoena. Eventually,
4 through the efforts made by Mag. Judge Castillo Tolbert was able to obtain the relevant records.

5 Depositions Taken of Rocket's Witnesses:

6 Tolbert also took the depositions of all individuals who were identified by Rocket as
7 knowledgeable witnesses in discovery responses, including the deposition of Rocket per designee
8 on designated topics. These depositions have included Attaway, Brady, Conway, Brickert,
9 Hirsch, Reynolds Skorupski, and Courtney.

10 Tolbert also took the deposition of Rocket's expert Robert Crandall.

11 Class Certification Motion and Reply:

12 In addition to filing the Motion and Reply briefs re: class certification, Tolbert submitted:
13 a) 15 declarations from putative class members in support of class certification, and b) the expert
14 declarations of George Arzumanyan and William Ingersoll of Phillips, Fractor and Company
15 ("PFC") specializing in economics, statistics, finance, valuation, data analysis, and forensic
16 accounting firm.

17 Depositions Defended Re: Class Certification:

18 Plaintiff Tolbert appeared for deposition. Rocket also took the deposition of twelve of
19 Tolbert's Declarants who provided Declarations in support of Tolbert's class certification
20 motion: Yost, Taylor, Hernandez, Ballard, Gonzalez, Romonsky, Llanes, Lightbourn, Budarkey,
21 Schoch, Dahlstrom, and George.

22 **THE SETTLEMENT**

23 23. The parties negotiated the terms of the Memorandum of Understanding, followed
24 by the signing of the Class Action and PAGA Settlement Agreement and Release ("Settlement
25 Agreement"), and Notice of Class Action Settlement (the "Class Notice"). These negotiations
26 lasted for close to six (6) months and the parties encountered numerous difficulties in reaching
27 agreement as to the terms of the settlement and the language of the Class Notice. Nevertheless, the
28 parties worked together as best they could to finalize the settlement terms, which are memorialized

1 in the Settlement Agreement. The Class Notice accurately describes all the information necessary
2 for Class Members to understand the nature of the action, the terms of the settlement and their
3 options and deadlines. Marked and attached hereto as Exhibits 2 and 3 are true and correct copies
4 of the Settlement Agreement and proposed Class Notice. Marked and attached hereto as Exhibit 4
5 is a true and correct copy of the reminder postcard that will be mailed to class members with
6 checks that remained uncashed.

7 24. Plaintiffs' counsel has litigated several wage and hour class actions that arose in
8 the context of the mortgage industry., including cases against Loan Depot, Nationstar,
9 Guaranteed Rate, and Home Point. Each of the classes in these other cases involved a similar
10 number of employees (i.e., around 1,000-1500 employees). Here there are 644 employees.
11 During the course of the parties' settlement discussions, Rocket was forthcoming with all the
12 necessary information to evaluate the claims in this case.

13 25. The negotiations were conducted at arm's-length and the resulting settlement was
14 the outcome of an informed and educated analysis regarding certification and liability issues and
15 the total exposure in relation to the costs and risks affecting Plaintiffs and the Class. This
16 settlement was accomplished only after Plaintiffs had invested in extensive factual and legal
17 research, engaged in numerous discussions and exchanges of correspondence, reviewed and
18 analyzed time and payroll records and data, policy documents and other relevant documents,
19 obtained reports from experts, briefed class certification and conducted extensive negotiations
20 thereafter. There were risks and uncertainty regarding a number of factors in the case, which gave
21 the parties the perspective and the incentive to thoroughly assess the risks of the case. Plaintiffs'
22 counsel thoroughly analyzed all of the available information and documents to evaluate the
23 strength of each claim and prepare a class-wide damages analysis, taking into account the strengths
24 and weaknesses of the parties' positions, the risks of litigation, and Rocket's financial position to
25 arrive at this settlement. It was only after the parties thoroughly assessed the risks that they entered
26 into a well-reasoned settlement.

27 26. The Total Settlement Amount is \$4,500,000.00. These funds will be used to a)
28 compensate Class Members, b) make a \$187,500.00 payment to the LWDA (75% of the
\$250,000.00 PAGA allocation), c) pay the Settlement Administrator's Expenses, d) pay the Class

1 Representative service payments, and e) pay Class Counsel's attorneys' fees and costs. (Ex. 2,
2 Sett. Agmt. ¶¶ 1.22 and 4.1). The employer-side payroll taxes on the wage portion of the
3 settlement will be paid separately and in addition to the Total Settlement Amount. (Sett. Agmt.
4 ¶ 4.1). This is a non-reversionary settlement. (Sett. Agmt. ¶ 4.1). To make the relief provided by
5 the Settlement as accessible to Class Members as possible, the Parties have agreed to eliminate
6 the claims process. (Sett. Agmt. ¶ 6.1). Each Class Member who does not submit a timely and
7 valid opt-out request within 45 days after the Class Notice is first mailed will be automatically
8 mailed a check for his or her pro rata portion of the Settlement. (Sett. Agmt. ¶ 4.2.4.2). The
9 Settlement Agreement provides that Class Members shall have one-hundred eighty (180)
10 calendar days from the postmark date of the checks to deposit or otherwise cash their settlement
11 checks. (Sett. Agmt. ¶ 5.3.1). As to the funds that remain in the Settlement Fund Account after
12 180 days due to Class Participants' failure to deposit or cash their settlement checks, those funds
13 will be sent to the State of California's Unclaimed Property Fund in the Class Participants'
14 names. *Id.* Class Participants will release all claims arising from the same set of facts alleged in
15 the operative Complaint or in the LWDA letters, including claims for: failure to provide rest
16 periods and meal periods; failure to pay minimum, regular, and overtime wages; failure to timely
17 pay wages during employment and/or upon termination; unreimbursed business expenses;
18 improperly itemized wage statements; unfair competition; and violations of the Private Attorneys
General Act. (Sett. Agmt. ¶¶ 5.3.4 and 6.1).

19 27. The time period covered by the release is June 21, 2019 through the date the Court
20 grants preliminary approval. (Sett. Agmt. ¶¶ 1.11 and 6.2). The released parties are defined as:

21 (i) Defendant; (ii) Defendant's present and former parent companies,
22 subsidiaries, divisions, related or affiliated companies (including,
23 without limitation, Rocket Companies, Inc.), shareholders, officers,
24 directors, employees, agents, attorneys, insurers, successors and
25 assigns, and any individual or entity which could be liable for any of
26 the released claims, and Defense Counsel of record in the Action.

27 (Sett. Agmt. ¶ 1.41).
28

1 28. The PAGA Employees will release all claims for PAGA penalties that were
2 alleged or could have been alleged by Plaintiffs based on the facts alleged in the FAC or in
3 Plaintiffs' LWDA letters dated August 26, 2021, April 14, 2022, June 20, 2023, October 12,
4 2023, December 1, 2023, and December 5, 2023. (Sett. Agmt. ¶ 6.3). The Settlement Agreement
5 allows Class Counsel to apply for an award of attorneys' fees of 35% of the Total Settlement
6 Amount (\$1,575,000.00) and litigation costs not to exceed \$200,000.00. (Sett. Agmt. ¶ 2.2). The
7 Plaintiffs in this action were all hired and worked for Rocket in California as non-exempt
8 employees during the class period. Plaintiffs will apply to the Court for service payments and
9 release payments of the following amounts to compensate Plaintiffs for their time and service to
10 the class: (i) Class Representative Service Payments: Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
12 Snyder; and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each of the
13 Brew Plaintiffs; and (ii) Release Payments: Fifteen Thousand Dollars and Zero Cents
14 (\$15,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
15 Snyder; and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each of the
16 Brew Plaintiffs. (Sett. Agmt. ¶ 4.2.1). These amounts are preliminarily reasonable and justified
17 based on the work performed and the costs incurred by Plaintiffs and Plaintiffs' counsel in order
18 to obtain a successful result on behalf of the Class Members.

19 29. The Settlement Agreement provides for Class Members to receive direct notice
20 of the Settlement by mail. (Sett. Agmt. ¶ 5.3.1). The notice administration plan will ensure that
21 substantially all of the Class Members will receive notice of the Settlement and will be adequately
22 apprised of and able to exercise their rights and options thereunder. Phoenix Settlement
23 Administrators, an experienced third-party claims administrator, will handle all aspects of the
24 notice process and settlement administration. True and correct copies of Phoenix's CV and
25 proposal detailing their work in this case are marked and attached hereto as Exhibit 5.

26 30. Each Class Member's Individual PAGA Payment will be calculated by: (a) dividing
27 the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment (\$62,500.00) by
28 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. (Sett. Agmt, Ex. 2 ¶

1 4.2.5.1). Each PAGA Employee will be entitled to receive an Individual PAGA Payment equal
2 to at least one (1) Pay Period. PAGA Employees assume full responsibility and liability for any
3 taxes owed on their Individual PAGA Payments. The Administrator will report the Individual
4 PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability
5 for any taxes owed on their Individual PAGA Payments.

6 31. Plaintiffs have no conflict of interest with the class members. They performed the
7 similar work and was subject to the same policies and practices as the Class Members. Plaintiffs'
8 claims are identical to the claims of the other class members and arise from the same course of
9 conduct by Defendant. Plaintiffs have embraced their responsibilities as the class representative
10 by actively participating in this case, providing documents, identifying witnesses, providing
11 valuable information regarding the policies and practices at issue in this case and Defendant's
12 business structure, engaging in the settlement process, and consulting with counsel throughout
the litigation.

13 32. The Settlement provides a significant monetary relief to the Class Members to
14 compensate them for the alleged wage-and-hour violations at issue in this case.

15 33. The proposed settlement of \$4,500,000.00 is to resolve the claims of the 644 Class
16 Members who worked a total of approximately 40,862 workweeks (9526.1 months). With respect
17 to the failure to reimburse business expenses claim, the 644 employees worked a total of 9526.1
18 months. Based on investigation from Class Members and research as well as an understanding
19 of typical reimbursements made by Defendant to employees of approximately \$3,400.00 per
20 year, this equals \$2,669,340.00 (785.1 years x \$3,400.00). However, in November 2020, Rocket
21 began providing \$40 per month as a home internet reimbursement expense (i.e., \$480 per year
22 [\$40 x 12]). That means that Rocket would be entitled to a credit of \$265,440.00 (553 years x
23 \$480). Thus, Plaintiffs estimate the potential total exposure is approximately \$2,403,900.00

24 34. Regarding the claims of the Class for failure to receive all wages owed, Plaintiffs'
25 experts calculated the potential recovery for employee's underpayment in overtime wages to be
26 approximately \$1,300.00 per year per employee due to the failure to include all
27 bonuses/commissions in the employees' regular rate. The class worked an aggregate total of
28

1 785.1 years. Plaintiffs estimate the potential total exposure is approximately \$1,020,630.00
2 (785.1 years x \$1,300.00).

3 35. With regard to the meal/rest breaks, it is the belief of Plaintiffs' counsel that
4 Rocket's written policies were compliant, which would make certification significantly more
5 challenging. Plaintiffs believe the exposure for meal and rest break violations to be very low;
6 however, to put the meal and rest break claim in perspective, if the Class Members had viable
7 claims for meal and rest breaks for the 9526.1 month of working from home, the conceivable
8 value of the claim would be around **\$1,066,923.20** (\$14.00 x 8 hours of pay x 9526.1 months).

9 36. With respect to the waiting time penalties claimed under California Labor Code
10 Section 203, there are approximately 215 former employees who earned on average \$14 per hour
11 who were scheduled to work 8 hours per day. Assuming the failure to pay was willful, if we
12 apply the 30 days of pay "waiting time penalty," Plaintiffs estimate the total exposure to be
13 around \$722,400.00. However, there is considerable risk over whether the *willful* standard could
14 be proven.

15 37. Regarding inaccurate wage statements, Plaintiffs' experts determined that the
16 records suggest potentially one half of the pay periods worked had a potential violation under
17 California Labor Code Section 226. The eligible pay periods under California Labor Code
18 Section 226(e) are 20,413. Assuming Rocket did not have an "objective reasonable" good faith
19 belief in their policy and procedure position (see recent decision in *Naranjo v. Spectrum Security*
20 *Service Inc.* (2019) 40 Cal.App.5th 444) the applicable rate per violation would be \$50. Plaintiffs
21 estimate the total potential exposure to be around **\$1,020,650.00**. However, the practical/realistic
22 exposure is much less – and perhaps zero – following the *Naranjo* decision.

23 38. The gross value to be paid to the Class Members is approximately \$110.22 per
24 workweek (\$440.90 per month) per class member (\$4,500,000.00 divided by 40,826
25 workweeks). Further, 5.5% of the Total Settlement Amount (\$250,000.00) was allocated to the
26 PAGA claim. Settlement Agreement, Ex. 1¶ 4.2.5. There are 15,632 pay periods eligible for an
27 assessment of a PAGA penalty. This is a fair number in light of the discretionary nature of the
28 penalty amount under the PAGA. The LWDA received notice of this settlement and this motion.

1 Marked and attached hereto as Exhibit 6 is a true and correct copy from the LWDA confirming
2 submission of this settlement and motion.

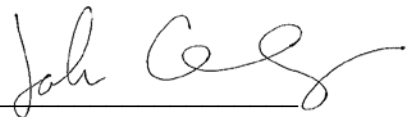
3 39. In total, if Plaintiffs were able to prevail on all claims, Plaintiffs estimate the total
4 *potential* exposure to be between \$7-8M. Thus, this settlement of \$4,500,000.00 represents an
5 excellent recovery for the Class Members, particularly considering the risks of further litigation
6 and the financial difficulties facing Rocket and the mortgage industry. There is no guarantee that
7 Plaintiffs could certify the off-the-clock, rest break, meal period, or reimbursement claim or
8 prevail on the merits.

9 40. Plaintiffs' Counsel believe that there has been extensive litigation to date, but
10 litigating further through certification, summary judgment, and trial would have been expensive
11 and time-consuming, with the risk that: 1) Rocket could have financial difficulties and 2)
12 Plaintiffs could lose at each step of the way and recover nothing, barring a successful appeal. For
13 these reasons – and viewed in light of the amount offered -- the settlement value is fair,
14 reasonable, and adequate.

15 41. The Settlement does not give preferential treatment to any Class Members. The
16 settlement provides for the funds to be allocated to each participating Class Member
17 proportionally based on the number of weeks they worked for Defendant, as shown by
18 Defendant's records. The settlement class is cohesive because it consists of employees subject
19 to the same relevant wage-and-hour policies, including policies regarding work schedules and
20 hours worked, rest breaks, and reimbursement policies.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed this 3rd day of July, 2024 at San Francisco, CA.

23 **RIGHETTI GLUGOSKI, P.C.**

24
25 By: 

26 John Glugoski

27 Attorneys for Plaintiffs Virginia Brew,
28 Tony Grosbeier, Courtney Tolbert, D C
Snyder, and Timothy Mellen

EXHIBIT 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (Eastern Division - Riverside)
CIVIL DOCKET FOR CASE #: 5:23-cv-01450-MCS-PVC**

Courtney Tolbert v. Rocket Mortgage, LLC et al
Assigned to: Judge Mark C. Scarsi
Referred to: Magistrate Judge Pedro V. Castillo
Case in other court: Riverside Superior Court, CVRI2303158
Cause: 28:1441 Notice of Removal - Labor/Mgmt. Relations

Date Filed: 07/24/2023
Date Terminated: 04/08/2024
Jury Demand: Plaintiff
Nature of Suit: 790 Labor: Other
Jurisdiction: Diversity

Plaintiff

Courtney Tolbert
*on behalf of himself and others similarly
situated*

represented by **Reuben D Nathan**
Nathan and Associates APC
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V.

Defendant

Rocket Mortgage, LLC

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ATTORNEY TO BE NOTICED

Defendant

Does

1 through 25, inclusive

Date Filed	#	Docket Text
07/24/2023	<u>1</u>	NOTICE OF REMOVAL from Riverside Superior Court, case number CVRI2303158 Receipt No: ACACDC-35726418 - Fee: \$402, filed by Defendant ROCKET MORTGAGE, LLC, a Michigan Limited Liability Company. (Attachments: # <u>1</u> Declaration of Eric J. Gitig ISO Notice of Removal, # <u>2</u> Declaration of Amy Courtney ISO Notice of Removal) (Attorney Eric J Gitig added to party ROCKET MORTGAGE, LLC, a Michigan Limited Liability Company(pty:dft))(Gitig, Eric) (Entered: 07/24/2023)
07/24/2023	<u>2</u>	CIVIL COVER SHEET filed by Defendant ROCKET MORTGAGE, LLC, a Michigan Limited Liability Company. (Gitig, Eric) (Entered: 07/24/2023)

07/24/2023	<u>3</u>	NOTICE of Interested Parties filed by Defendant ROCKET MORTGAGE, LLC, a Michigan Limited Liability Company, identifying RKT Holdings, LLC. (Gitig, Eric) (Entered: 07/24/2023)
07/24/2023	<u>4</u>	CORPORATE DISCLOSURE STATEMENT filed by Defendant ROCKET MORTGAGE, LLC, a Michigan Limited Liability Company identifying RKT Holdings, LLC as Corporate Parent. (Gitig, Eric) (Entered: 07/24/2023)
07/24/2023		CONFORMED FILED COPY OF COMPLAINT against Defendants Does, Rocket Mortgage, LLC., filed by Plaintiff Courtney Tolbert. (FILED IN RIVERSIDE COUNTY SUPERIOR COURT ON 6/21/2023 SUBMITTED ATTACHED TO NOTICE OF REMOVAL <u>1</u>) (lh) (Entered: 07/25/2023)
07/24/2023		CONFORMED FILED COPY OF ANSWER to Complaint, filed by Defendant Rocket Mortgage, LLC. (FILED IN RIVERSIDE COUNTY SUPERIOR COURT ON 7/24/2023 SUBMITTED ATTACHED TO NOTICE OF REMOVAL <u>1</u>)(lh) (Entered: 07/25/2023)
07/25/2023	<u>5</u>	NOTICE OF ASSIGNMENT of Eastern Division Removal Case and Notice re Consent to proceed before a U.S. Magistrate Judge. This case was initially assigned to District Judge Jesus G. Bernal and referred to Magistrate Judge Pedro V. Castillo for discovery. Pursuant to this Court's General Order in the Matter of Assignment of Cases and Duties to the District Judges, this case has been randomly reassigned to District Judge Mark C. Scarsi. The case number on all documents filed with the Court in this case should read as follows: 5:23-cv-01450 MCS (PVCx). (lh) (Entered: 07/25/2023)
07/25/2023	<u>6</u>	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (lh) (Entered: 07/25/2023)
07/25/2023	<u>7</u>	Notice to Counsel Re Consent to Proceed Before a United States Magistrate Judge. (lh) (Entered: 07/25/2023)
07/25/2023	<u>8</u>	INITIAL STANDING ORDER FOR CIVIL CASES ASSIGNED TO JUDGE MARK C. SCARSI upon filing of the complaint by Judge Mark C. Scarsi. (smo) (Entered: 07/25/2023)
07/25/2023	<u>9</u>	ORDER SETTING SCHEDULING CONFERENCE by Judge Mark C. Scarsi. Scheduling Conference set for 9/18/2023 at 10:00 AM before Judge Mark C. Scarsi. (smo) (Entered: 07/25/2023)
09/01/2023	<u>10</u>	JOINT REPORT Rule 26(f) Discovery Plan <i>and Exhibit 1</i> ; estimated length of trial 15 days, filed by Defendant Rocket Mortgage, LLC.. (Vigodnier, Martin) (Entered: 09/01/2023)
09/05/2023	<u>11</u>	CERTIFICATE of Interested Parties filed by Plaintiff Courtney Tolbert, (Glugoski, John) (Entered: 09/05/2023)
09/18/2023	<u>12</u>	MINUTES OF Scheduling Conference held before Judge Mark C. Scarsi. The Court confers with counsel regarding the status of the case. The Court has reviewed the parties' September 1, 2023 Joint Report and is inclined to adopt their proposed pretrial and trial schedule. A separate order will issue setting the deadlines and dates for this case. Court Recorder: CourtSmart. (lc) (Entered: 09/19/2023)
09/19/2023	<u>13</u>	SCHEDULING ORDER by Judge Mark C. Scarsi: The Court has reviewed the parties Joint Rule 26(f) Report and sets the dates below. The Court will set additional dates, including pretrial and trial dates, after a ruling on class certification is issued. Deadline to File a Motion for Class Certification: 1/30/24; Opposition: 1/30/24; Reply: 3/5/24; Hearing date: 3/25/24 at 9:00 AM (SEE DOCUMENT FOR ALL SPECIFIED DEADLINES). To

		the extent applicable, the Court orders the parties to comply with the Order Re: Jury/Court Trial available on the Court's website. (lc) (Entered: 09/19/2023)
10/05/2023	14	STIPULATION for Protective Order filed by Plaintiff Courtney Tolbert.(Righetti, Matthew) (Entered: 10/05/2023)
10/06/2023	15	PROTECTIVE ORDER by Magistrate Judge Pedro V. Castillo re Stipulation for Protective Order 14 . (see document for details) (hr) (Entered: 10/06/2023)
10/11/2023	16	MOTION RE: INFORMAL DISCOVERY DISPUTE. Telephone Conference set for 10/12/2023 at 2:30 PM before Magistrate Judge Pedro V. Castillo. (hr) (Entered: 10/11/2023)
10/12/2023	17	MINUTES OF OCTOBER 12, 2023 INFORMAL TELEPHONIC DISCOVERY CONFERENCE: settling 16 Motion Re: Informal Discovery Dispute; held before Magistrate Judge Pedro V. Castillo. The Court set October 18, 2023 as the deadline, mutually agreed to by the parties, for the parties to meet and confer and set a firm date for the deposition of Defendant's 30(b)(6) witness(es), which should be held as soon as reasonably possible. (see document for further details) Court Recorder: XTR 10-12-23. (hr) (Entered: 10/13/2023)
10/16/2023	18	TRANSCRIPT ORDER as to Plaintiff Courtney Tolbert for Court Reporter. Court will contact Katherine Acosta at katherine@righettilaw.com with further instructions regarding this order. Transcript preparation will not begin until payment has been satisfied with the court reporter. (Righetti, Matthew) (Entered: 10/16/2023)
11/20/2023	19	NOTICE OF MOTION AND MOTION to for Leave to file First Amended Complaint filed by Plaintiff Courtney Tolbert. Motion set for hearing on 12/18/2023 at 09:00 AM before Judge Mark C. Scarsi. (Attachments: # 1 Declaration of John Glugoski in Support of Plaintiff's Motion for Leave to File First Amended Complaint, # 2 Proposed Order Granting Plaintiff's Motion for Leave to file First Amended Complaint) (Glugoski, John) (Entered: 11/20/2023)
11/27/2023	20	Opposition re: NOTICE OF MOTION AND MOTION to for Leave to file First Amended Complaint 19 filed by Defendant Rocket Mortgage, LLC. (Attachments: # 1 Declaration Eric Gitig, # 2 Proposed Order)(Gitig, Eric) (Entered: 11/27/2023)
11/30/2023	21	NOTICE OF MOTION AND MOTION to Quash Subpoena to Workday. Inc. filed by Defendant Rocket Mortgage, LLC. Motion set for hearing on 1/8/2024 at 09:00 AM before Judge Mark C. Scarsi. (Attachments: # 1 Declaration of Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 2 Exhibit Exhibit A to the Declarationof Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 3 Exhibit Exhibit B to the Declarationof Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 4 Exhibit Exhibit C to the Declarationof Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 5 Exhibit Exhibit D to the Declarationof Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 6 Exhibit Exhibit E to the Declarationof Martin P. Vigodnier in Support of Defendant Rocket Mortgage, LLCs Motion To Quash Subpoena To Workday, Inc., # 7 Proposed Order Granting Defendant's Motion to Quash Subpoena to Workday. Inc.) (Vigodnier, Martin) (Entered: 11/30/2023)
11/30/2023	22	MEMORANDUM in Support of NOTICE OF MOTION AND MOTION to Quash Subpoena to Workday. Inc. 21 filed by Defendant Rocket Mortgage, LLC. (Vigodnier, Martin) (Entered: 11/30/2023)

12/01/2023	23	SCHEDULING NOTICE-IN CHAMBERS ORDER/TEXT ONLY ENTRY by Judge Mark C. Scarsi re: MOTION to Quash Subpoena to Workday, Inc. 21 - The motion is referred to the Honorable Pedro V. Castillo, Magistrate Judge. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (pc) TEXT ONLY ENTRY (Entered: 12/01/2023)
12/04/2023	24	REPLY in support of NOTICE OF MOTION AND MOTION to for Leave to file First Amended Complaint 19 filed by Plaintiff Courtney Tolbert. (Attachments: # 1 Declaration Supplemental Declaration of John Glugoski Regarding Plaintiff's Reply In Support Of Motion for Leave to File First Amended Complaint)(Glugoski, John) (Entered: 12/04/2023)
12/04/2023	25	MINUTES [IN CHAMBERS] ORDER STRIKING DEFENDANT'S MOTION TO QUASH SUBPOENA TO WORKDAY, INC. FOR FAILURE TO COMPLY WITH LOCAL RULES 45 AND 37, WITHOUT PREJUDICE TO REFILEING THE MOTION IN THE FORM OF A JOINT STIPULATION (Dkt. No. 21) by Magistrate Judge Pedro V. Castillo: the Court STRIKES the Motion to Quash filed at Dkt. No. 21, without prejudice to Defendant re-filing a Motion to Quash/Motion for Protective Order in compliance with Local Rule 37-2. If Defendant wishes to pursue this matter, it may proceed directly to drafting its portion of a Joint Stipulation and submitting it to Plaintiff pursuant to the procedures set forth in the Local Rule. Defendant is further ORDERED to serve a copy of this Order on Workday and to file a Notice of Service attesting to the date and manner of service no later than Wednesday, December 6, 2023. (et) (Entered: 12/04/2023)
12/05/2023	26	MOTION RE: INFORMAL DISCOVERY DISPUTE. Telephone Conference set for 12/7/2023 at 3:00 PM before Magistrate Judge Pedro V. Castillo. (hr) (Entered: 12/05/2023)
12/05/2023	27	PROOF OF SERVICE filed by Defendant Rocket Mortgage, LLC, served on December 5, 2023. (Vigodnier, Martin) (Entered: 12/05/2023)
12/06/2023	28	SCHEDULING NOTICE by Magistrate Judge Pedro V. Castillo re: MOTION RE: INFORMAL DISCOVERY DISPUTE 26 . Telephone Conference previously scheduled for Thursday, December 7, 2023 at 3:00 PM has been continued to Monday, December 11, 2023 at 11:00 AM before Magistrate Judge Pedro V. Castillo. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (mr) TEXT ONLY ENTRY (Entered: 12/06/2023)
12/11/2023	29	TEXT ONLY ENTRY (IN CHAMBERS) ORDER TAKING MOTION (ECF No. 19) UNDER SUBMISSION by Judge Mark C. Scarsi: The Court has considered the matters raised with respect to the Motion to for Leave to File First Amended Complaint filed by Plaintiff (ECF No. 19) and has concluded that pursuant to Local Rule 7.15, the matter can be decided without oral argument. The Court advises counsel that the Motion(s), noticed for hearing on December 18, 2023, has been taken under submission and off its motion calendar. No appearance by counsel is necessary. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (smo) (Entered: 12/11/2023)
12/11/2023	30	MINUTES OF DECEMBER 11, 2023 INFORMAL TELEPHONIC DISCOVERY CONFERENCE (Dkt. No. 26) AND ORDER SETTING PRODUCTION AND DEPOSITION DEADLINES: settling 26 Motion Re: Informal Discovery Dispute; Telephone Conference held before Magistrate Judge Pedro V. Castillo. The parties represent that they have resolved their search term disputes concerning RFP Nos. 1-13. Defendant is ORDERED to produce ESI responsive to those requests no later than Friday, December 15, 2023. Defendant shall inform Plaintiff of the status of the search terms for RFP Nos. 14-16 as soon as possible, but no later than Friday, December 15, 2023. Defendant shall produce either a declaration, which should be in the form of a declaration signed under oath, or a witness to explain how to read Bates 625 as soon as possible. In the

		event that a deposition is necessary on this issue, it shall occur no later than January 4, 2024. (see document for further details) Court Recorder: XTR 12-11-23. (hr) (Entered: 12/11/2023)
12/12/2023	<u>31</u>	MINUTES (IN CHAMBERS) by Judge Mark C. Scarsi: RE PLAINTIFF'S ORDER RE: MOTION FOR LEAVE TO AMEND COMPLAINT <u>19</u> . The Court deems the motion appropriate for decision without oral argument. The Court grants the motion. Plaintiff shall file the proposed amended complaint within seven days of this Order. The parties shall meet and confer about further amendment of or challenges to the PAGA claim in light of the guidance provided here. If the parties cannot stipulate to a further amended complaint or to reversion to the original complaint, the Court orders the disputed issues to be presented by motion as follows: (SEE CHART OF EVENTS AND DATE DEADLINES AND HEARING AS CITED HEREIN). The briefs due on January 19 and 26 must address both motions in one omnibus memorandum of points and authorities that may not exceed 7,000 words. The brief due on February 2 may not exceed 3,000 words (lc) Modified on 12/12/2023 (lc). (Entered: 12/12/2023)
12/13/2023	<u>32</u>	FIRST AMENDED COMPLAINT against Defendant Does, Rocket Mortgage, LLC amending Complaint - (Discovery), filed by Plaintiff Courtney Tolbert(Nathan, Reuben) (Entered: 12/13/2023)
12/15/2023	<u>33</u>	NOTICE OF MOTION AND MOTION to Quash Trial Subpoena for WORKDAY, INC. filed by Defendant Rocket Mortgage, LLC. Motion set for hearing on 1/9/2024 at 10:00 AM before Judge Mark C. Scarsi. (Vigodnier, Martin) (Entered: 12/15/2023)
12/15/2023	<u>34</u>	Joint STIPULATION to Quash Subpoena filed by Defendant Rocket Mortgage, LLC. (Attachments: # <u>1</u> Declaration RE: JOINT STIPULATION, # <u>2</u> Declaration IN SUPPORT OF JOINT STIPULATION, # <u>3</u> Exhibit A, # <u>4</u> Exhibit B, # <u>5</u> Exhibit C, # <u>6</u> Exhibit D, # <u>7</u> Exhibit E)(Vigodnier, Martin) (Entered: 12/15/2023)
12/26/2023	<u>35</u>	SUPPLEMENT to Stipulation to Quash Subpoena/Summons, <u>34</u> filed by Plaintiff Courtney Tolbert. (Attachments: # <u>1</u> Proof of Service)(Righetti, Matthew) (Entered: 12/26/2023)
12/27/2023	36	MINUTE ORDER CONTINUING HEARING ON MOTION TO QUASH SUBPOENA by Magistrate Judge Pedro V. Castillo re NOTICE OF MOTION AND MOTION to Quash Trial Subpoena for WORKDAY, INC. <u>33</u> - The Court hereby continues the hearing on Defendant's Motion to Quash Subpoena (Dkt. No. 33) to January 9, 2024 at 2:00 p.m. The hearing shall be in person. (THIS IS A TEXT ONLY ORDER. NO PDF IS ATTACHED) (tsn) (Entered: 12/27/2023)
12/28/2023	37	SCHEDULING NOTICE by Magistrate Judge Pedro V. Castillo. Based on counsel's unavailability, the in-person hearing on Defendant's Motion to Quash Subpoena is continued to Thursday, January 11, 2024, at 2:00 p.m. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (tsn) TEXT ONLY ENTRY (Entered: 12/28/2023)
01/08/2024	<u>38</u>	MOTION RE: INFORMAL DISCOVERY DISPUTE: Telephone Conference set for 1/10/2024 10:00 AM before Magistrate Judge Pedro V. Castillo. The Courtroom Deputy Clerk will email call-instructions to the parties. (et) (Entered: 01/08/2024)
01/08/2024	<u>39</u>	TRANSCRIPT for proceedings held on 10/12/2023. Court Reporter/Electronic Court Recorder: BABYKIN COURTHOUSE SERVICES, phone number (626) 963-0566. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Electronic Court Recorder before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Notice of Intent to Redact due within 7 days of this date. Redaction Request due 1/29/2024. Redacted Transcript

		Deadline set for 2/8/2024. Release of Transcript Restriction set for 4/8/2024. (ls) (Entered: 01/09/2024)
01/08/2024	40	NOTICE OF FILING TRANSCRIPT filed for proceedings 10/12/2023 re Transcript 39 THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (ls) TEXT ONLY ENTRY (Entered: 01/09/2024)
01/09/2024	41	STIPULATION to Amend filed by Defendant Rocket Mortgage, LLC. (Attachments: # 1 Proposed Order Regarding Stipulation To Amend Scheduling Order And Continue Deadlines)(Vigodnier, Martin) (Entered: 01/09/2024)
01/09/2024	42	DECLARATION of ERIC J. GITIG re Stipulation to Amend/Correct 41 filed by Defendant Rocket Mortgage, LLC. (Vigodnier, Martin) (Entered: 01/09/2024)
01/10/2024	43	MINUTES OF JANUARY 10, 2024 INFORMAL TELEPHONIC DISCOVERY CONFERENCE (Dkt. No. 38) AND ORDER SETTING PRODUCTION AND DEPOSITION DEADLINES: settling 38 Motion Re: Informal Discovery Dispute; Telephone Conference held before Magistrate Judge Pedro V. Castillo. Defendants are ORDERED to (1) complete the production of ESI responsive to RFP Nos. 113 no later than January 12, 2024, and (2) provide a Rule 30(b)(6) witness regarding Bates 625 no later than January 19, 2024. (see document for further details) Court Recorder: XTR 01-10-24. (hr) (Entered: 01/10/2024)
01/10/2024	44	ORDER DENYING STIPULATION TO AMEND SCHEDULING ORDER AND CONTINUE DEADLINES 41 by Judge Mark C. Scarsi. (lc) (Entered: 01/10/2024)
01/10/2024	45	ORDER by Magistrate Judge Pedro V. Castillo. At the request of nonparty Workday Inc., the in-person hearing on Defendant's Motion to Quash Subpoena is continued to Thursday, January 11, 2024, at 4:00 p.m. Counsel for Workday may appear via Zoom. IT IS SO ORDERED. (THIS IS A TEXT ONLY ORDER. NO PDF IS ATTACHED). (mr) (Entered: 01/10/2024)
01/11/2024	46	MINUTE ORDER CONTINUING HEARING ON MOTION TO QUASH AND ORDERING STATUS REPORT held before Magistrate Judge Pedro V. Castillo: On January 11, 2024, the Court held a hearing on Defendant's Motion to Quash. The hearing was continued until January 18, 2024, at 3:00 pm via Zoom. Instructions for how to participate via Zoom are on the Court's website: https://www.cacd.uscourts.gov/judges-schedules-procedures . The parties shall provide a copy of this Order to counsel for nonparty Workday, Inc., should they wish to appear at the hearing. Plaintiff asserts that it needs discovery from Workday because he has been "unsuccessful obtaining the timekeeping records from Defendant." (Dkt. No. 34 at 7) ("This is the same information Plaintiff has been seeking from Defendant."). On December 7, 2023, Defendant asserted it "will produce electronic time records on an anonymous basis for all non-exempt employees who have worked in California during the time period between June 21, 2019 and the present." (Id.). At the January 11 hearing, Defendant asserted that it will have completed its production of these electronic time records by the close of business on January 11, 2024. The parties are ordered to promptly meet and confer to resolve any disputes between what information was requested and what was produced. The parties shall file a joint status report on January 17, 2024, which describes any remaining disputes with the production of the electronic time records for all relevant employees. Attorney for Plaintiff: Reuben D. Nathan. Attorney for Defendant: Eric J. Gitig and Martin Vigodnier. Third Party Counsel: Yuhan Alice Chi and Ben Hur. Courtroom Deputy: Marlene Ramirez. Time in Court: 45 mins. Court Recorder: CS 1/11/24. (mr) (Entered: 01/12/2024)
01/12/2024	47	NOTICE OF MOTION AND MOTION to Dismiss the Tenth Cause of Action in Plaintiffs First Amended Complaint filed by Defendant Rocket Mortgage, LLC. Motion set for hearing on 2/12/2024 at 09:00 AM before Judge Mark C. Scarsi. (Attachments: # 1

		Declaration of Eric J. Gitig and Exhibit A, # 2 Proposed Order Granting Defendants Motion To Dismiss The Tenth Cause Of Action In Plaintiffs First Amended Complaint) (Attorney Nareg A. Kourouyan added to party Rocket Mortgage, LLC(pty:dft)) (Kourouyan, Nareg) (Entered: 01/12/2024)
01/17/2024	48	STATUS REPORT filed by Plaintiff Courtney Tolbert. (Righetti, Matthew) (Entered: 01/17/2024)
01/17/2024	49	STATUS REPORT filed by Defendant Rocket Mortgage, LLC. (Vigodnier, Martin) (Entered: 01/17/2024)
01/18/2024	50	MINUTES OF Discovery Hearing held before Magistrate Judge Pedro V. Castillo: On January 18, 2024, the Court held a hearing on Defendant's Motion to Quash (Dkt. No. 33). The Court heard argument from the parties and nonparty Workday Inc. The motion is taken under consideration. A written decision will follow. Attorney for Plaintiff: Matthew Righetti. Attorney for Defendant: Eric J. Gitig and Martin Vigodnier. Attorney for Third Party: Ben Hur and Yuhuan Alice Chi. Courtroom Deputy Clerk: Marlene Ramirez. Time in Court: 27 mins. Court Recorder: CS 1/18/24. (mr) (Entered: 01/18/2024)
01/19/2024	51	OPPOSITION to NOTICE OF MOTION AND MOTION to Dismiss the Tenth Cause of Action in Plaintiffs First Amended Complaint 47 filed by Plaintiff Courtney Tolbert. (Attachments: # 1 Declaration of John Glugoski In Support of Plaintiff Courtney Tolbert's Response to Defendant's Motion to Dismiss Tenth Cause of Action in First Amended Complaint and Notification of Withdrawal of First Amended Complaint)(Glugoski, John) (Entered: 01/19/2024)
01/23/2024	52	MINUTES (IN CHAMBERS) by Judge Mark C. Scarsi: ORDER RE MOTION TO DISMISS 47 . The Court deems the motion appropriate for decision without oral argument. The Court understands Plaintiffs response to constitute his non-opposition to the motion. The Court grants the motion based on Plaintiffs acquiescence to the relief sought and declines to reach the merits of the motion or the arguments presented in Plaintiffs response. The PAGA claim is dismissed.In the interest of conserving the parties and the Courts resources, Fed. R. Civ. P. 1, the Court orders that the case proceed on the original Complaint and Answer thereto, (lc) (Entered: 01/23/2024)
01/24/2024	53	[IN CHAMBERS] ORDER DENYING AS MOOT DEFENDANT'S MOTION TO QUASH SUBPOENA TO WORKDAY INC. 33 by Magistrate Judge Pedro V. Castillo. SEE ORDER FOR FURTHER INFORMATION. (tsn) (Entered: 01/24/2024)
01/30/2024	54	NOTICE OF MOTION AND MOTION to Certify Class filed by Plaintiff Courtney Tolbert. Motion set for hearing on 3/25/2024 at 09:00 AM before Judge Mark C. Scarsi. (Attachments: # 1 Memorandum of Points and Authorities in Support of Plaintiff Courtney Tolbert's Motion for Class Certification, # 2 Declaration of Matthew Righetti in Support of Plaintiff's Motion for Class Certification, # 3 Declaration of John Glugoski in Support of Plaintiff's Motion for Class Certification, # 4 Declaration of Reuben D. Nathan in Support of Plaintiff's Motion for Class Certification, # 5 Declaration of George Arzumanyan, # 6 Declaration of Dr. William R. Ingersoll, Ph.D., # 7 Supplement Request for Judicial Notice in Support of Plaintiff's Motion for Class Certification, # 8 Proposed Order Granting Plaintiff's Motion for Class Certification) (Righetti, Matthew) (Entered: 01/30/2024)
02/08/2024	55	MOTION RE: INFORMAL DISCOVERY DISPUTE. Telephone Conference set for 2/9/2024 at 11:00 AM before Magistrate Judge Pedro V. Castillo. (hr) (Entered: 02/08/2024)
02/09/2024	56	MINUTES OF INFORMAL TELEPHONIC DISCOVERY CONFERENCE AND ORDER CONTINUING CONFERENCE, settling 55 Motion Re: Informal Discovery Dispute; Telephone Conference held before Magistrate Judge Pedro V. Castillo. After hearing from counsel, the Court ordered Plaintiff to provide Defendant with the addresses and contact

		information for the putative class members as soon as possible, for the purpose of issuing new subpoenas to the remaining six individuals who are not yet scheduled for deposition. The Court hereby sets a follow-up conference for Monday, February 12, 2024, at 11 a.m., in order to discuss any outstanding issues. (see document for further details) Court Recorder: XTR 2-9-2024. (hr) (Entered: 02/09/2024)
02/12/2024	57	ORDER by Magistrate Judge Pedro V. Castillo. The telephone status conference set for 2/12/24 at 11 a.m. is vacated. The parties have informed the court that they settled their discovery dispute and agreed to allow Defendant to depose all 15 individuals who provided declarations in support of Plaintiff's motion for class certification. The parties represent that the depositions will be completed by Thursday (February 15), within the deadline for Defendant to file an opposition to the class certification motion. (THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY). (mr) (Entered: 02/12/2024)
02/15/2024	58	MOTION RE: INFORMAL DISCOVERY DISPUTE. Telephone Conference set for 2/16/2024 at 10:00 AM before Magistrate Judge Pedro V. Castillo. (hr) (Entered: 02/15/2024)
02/16/2024	59	MINUTES OF ORDER OF INFORMAL TELEPHONICDISCOVERY CONFERENCEsettling 58 Motion Re: Informal Discovery Dispute; Telephone Conference held before Magistrate Judge Pedro V. Castillo. The Court heard oral argument. This Minute Order is intended to memorialize the parties' agreements and document the Court's views, expressed orally and on the record, regarding the permissible scope of discovery in this class action proceeding and the Court's willingness to resolve real-time objections made during the remaining depositions scheduled before the February 20, 2024, deadline for Defendant's Opposition Memorandum. The Court hopes this guidance will help the parties resolve the issue. (see document for further details) Court Recorder: XTR 2-16-2024. (hr) (Entered: 02/20/2024)
02/20/2024	60	Opposition in support of re: NOTICE OF MOTION AND MOTION to Certify Class 54 filed by Defendant Rocket Mortgage, LLC. (Attachments: # 1 Declaration, # 2 Declaration, # 3 Proposed Order)(Gitig, Eric) (Entered: 02/21/2024)
02/20/2024	62	Mail Returned addressed to Nareg A. Kourouyan re Order on Motion for Order re Discovery Matter, Telephone Conference, Set/Reset Deadlines/Hearings, 56 (lc) (Entered: 02/22/2024)
02/21/2024	61	Opposition in support of re: NOTICE OF MOTION AND MOTION to Certify Class 54 filed by Defendant Rocket Mortgage, LLC. (Attachments: # 1 Declaration, # 2 Declaration, # 3 Declaration, # 4 Declaration, # 5 Declaration, # 6 Declaration, # 7 Declaration, # 8 Declaration, # 9 Declaration, # 10 Declaration, # 11 Declaration, # 12 Declaration, # 13 Declaration, # 14 Declaration, # 15 Declaration, # 16 Declaration, # 17 Declaration, # 18 Declaration, # 19 Declaration, # 20 Declaration, # 21 Declaration, # 22 Proposed Order, # 23 Proposed Order, # 24 Proposed Order, # 25 Proposed Order, # 26 Proposed Order, # 27 Proposed Order, # 28 Proposed Order, # 29 Proposed Order, # 30 Proposed Order, # 31 Proposed Order, # 32 Proposed Order, # 33 Proposed Order, # 34 Proposed Order, # 35 Proposed Order)(Gitig, Eric) (Entered: 02/21/2024)
03/05/2024	63	REPLY In Support Of NOTICE OF MOTION AND MOTION to Certify Class 54 filed by Plaintiff Courtney Tolbert. (Attachments: # 1 Declaration of Matthew Righetti In Support of Plaintiff's Reply to Motion for Class Certification, # 2 Declaration Supplemental Declaration William R. Ingersoll, Ph.D, # 3 Declaration Supplemental Declaration of George Arzumanyan, # 4 Supplement Plaintiff's Objection to Evidence re: Defendant's Opposition to Plaintiff's Motion for Class Certification)(Righetti, Matthew) (Entered: 03/05/2024)

03/25/2024	64	MINUTES of Motion to Certify Class (ECF No. 54) hearing held before Judge Mark C. Scarsi. Mr. Righetti informs the Court that they have settled this matter overnight and will submit a proposed order of dismissal within a few days. The Court takes the Motion UNDER SUBMISSION. Attorney for Plaintiff(s): Matthew Righetti and Reuben D. Nathan. Attorney for Defendant(s): Eric J. Gitig and Martin Vogodnier. Courtroom Deputy: Stephen Montes Kerr. Time in Court: 4 mins. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. Court Reporter: CourtSmart. (smo) (Entered: 03/25/2024)
04/03/2024	65	REQUEST to Dismiss Case filed by Plaintiff Courtney Tolbert. (Righetti, Matthew) (Entered: 04/03/2024)
04/03/2024	66	NOTICE TO FILER OF DEFICIENCIES in Electronic Filed Document RE: REQUEST to Dismiss Case 65 . The following error(s) was/were found: Proposed document was not submitted or was not submitted as a separate attachment. Missing proposed order which should have been submitted as a separate attachment. Other error(s) with document(s): As an alternative, prepare and e-file a formal Notice of Lodging, to be docketed only under its specific event: Notice of Lodging, to which the formal proposed order is submitted as a Separate Attachment thereto.. In response to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (lc) (Entered: 04/03/2024)
04/08/2024	67	MINUTES (IN CHAMBERS) by Judge Mark C. Scarsi: ORDER RE: REQUEST FOR DISMISSAL 65 AND MOTION FOR CLASS CERTIFICATION 54 . At the hearing on Plaintiff's motion for class certification, the parties represented that they had reached a settlement in principle. The parties filed a request to voluntarily dismiss this action without prejudice so that the case may be settled alongside similar cases pending in state court. The parties submit that the Court need not give notice of the dismissal to the putative class. (Req., ECF No. 65.) The Court agrees. Notwithstanding some uncertainty among the district courts over the issue, the Court determines that notice need not be given before a pre-certification. The Court directs the Clerk to terminate the motion for class certification and the request for dismissal. The Clerk shall close the case.dismissal of class claims. MD JS-6. Case Terminated) (lc) (Entered: 04/08/2024)
05/17/2024	68	NOTICE of Change of address by Matthew Righetti attorney for Plaintiff Courtney Tolbert. Changing attorneys address to 2001 Union Street, Suite 400, San Francisco, CA 94123. Filed by Plaintiff Courtney Tolbert. (Attachments: # 1 Proof of Service)(Righetti, Matthew) (Entered: 05/17/2024)
05/27/2024	69	Notice of Electronic Filing re Objection/Opposition (Motion related) 60 e-mailed to jglugoski@righettilaw.com bounced due to 5.1.0- Unknown address error 550- 'Rejected'. The primary e-mail address associated with the attorney record has been deleted. Pursuant to Local Rules it is the attorneys obligation to maintain all personal contact information including e-mail address in the CM/ECF system. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (rolm) TEXT ONLY ENTRY (Entered: 05/27/2024)

PACER Service Center			
Transaction Receipt			
06/19/2024 11:07:50			
PACER Login:	Jglugoski	Client Code:	

Description:	Docket Report	Search Criteria:	5:23-cv-01450-MCS-PVC End date: 6/20/2024
Billable Pages:	10	Cost:	1.00

EXHIBIT 2

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 3

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 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").
- 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 California State Controller’s Unclaimed Property Fund, in the name of the Settlement Class Member to be held as unclaimed property.

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 Central Courthouse, 800 North Humboldt Street, San Mateo, CA 94401, on XXX at __:00 a.m. 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.

EXHIBIT 4

<<Case Name>>

c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

PHOENIX SETTLEMENT ADMINISTRATORS
PO BOX 7208
ORANGE CA 92863-9956



Notice of Outstanding Settlement Check

<<Case Name>>

Dear Class Member,

On <<Date>>, we disbursed the funds on this case and as of today your check has not cleared our bank. Your check has a 180-day cashing period and it will expire on <<Exp>>.

If you did not receive your check, or if you lost your check, please call **(800) 523-5773** for assistance. Please **DO NOT** contact the Court regarding this postcard or the settlement. ***You must contact us no later than <<Exp>>, at business closing of 4:00pm, or your funds will no longer be available.***

EXHIBIT 5



CLASS ACTION ADMINISTRATION SOLUTIONS

1411 N. Batavia Street, Suite 105, Orange, CA 92867

800.523.5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix, Class Action Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 22 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our Clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. Large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With tens of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Seyfarth Shaw
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Perkins Coie
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ulwelling Siddiqui
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Snell & Wilmer
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

The Arns Law Firm
Work Lawyers, PC
Mahoney Law Group
Law Office of Thomas Rutledge
Lawyers for Justice PC
Remedy Law Group
Rastegar Law Group
Diversity Law Group
Righetti & Glugoski
Cohelan, Khoury & Singer
Moon & Yang, APC
Moss & Moss
The Spivak Law Firm
Law Offices of Kenneth Yoon
Paul Haines Law Group
Kearney Littlefield, LLP
Mallison & Martinez
Jackson, APC
David Yeremian & Associates
Aegis Law Firm
Lauby, Mankin & Lauby, APC
Jones Law Firm
Short Legal, APC
Levine Law Group, APC



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	644
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	638
Subtotal Admin Only	\$10,500.00

Not-to-Exceed Total \$10,500.00

For 644 Members

Pricing Good for Scope of Estimate Only

April 23, 2024

Case: Tolbert v. Rocket, et al. Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Reuben Nathan, Esq.

Firm: Nathan Law

Contact Number: 949 270-2798

Email: Rnathan@nathanlawpractice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 644 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$148.25	1	\$148.25
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$110.00	2	\$220.00
Total			\$900.25

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	644	\$322.00
Notice Packet & Opt-Out Form	\$1.50	644	\$966.00
Estimated Postage (up to 2 oz.)*	\$0.87	644	\$560.28
Static Website	\$250.00	1	\$250.00
Total			\$2,348.28

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	64	\$128.80
Remail Notice Packets	\$1.50	64	\$96.60
Estimated Postage	\$0.87	64	\$56.03
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$596.43

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	6	\$64.40
Case Manager	\$75.00	3	\$225.00
Total			\$869.40

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	638	\$956.34
Estimated Postage	\$0.64	638	\$408.04
Total			\$2,669.38

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	128	\$191.27
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$150.00	1	\$150.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,400.00	1	\$1,400.00
Total			\$3,116.27

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,500.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 6

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-963166-23
Plaintiff for PAGA Case: Courtney Tolbert
Filer/Attorney for PAGA Case: John Glugoski
Law Firm for PAGA Plaintiff: Righetti Law Firm
Employer: Rocket Mortgage, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 10/12/2023 02:14:25 PM by Matthew Righetti	23.10.12.Tolbert.Rocket Mortgage AMENDED LWDA [FINAL].pdf	10/12/2023 9:14 PM	Amended Notice
PAGA Notice Submitted on 06/20/2023 11:54:08 AM by John Glugoski	23.06.20 Rocket Mortgage LWDA Letter [FINAL].pdf	6/20/2023 6:54 PM	PAGA Notice

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-997975-23
Plaintiff for PAGA Case: Virginia Brew
Filer/Attorney for PAGA Case: Matthew Righetti
Law Firm for PAGA Plaintiff: Righetti Glugoski, P.C.
Employer: Rocket Mortgage, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 12/05/2023 11:43:00 AM by Matthew Righetti	23.12.05.Brew.LWDA Letter [FINAL].pdf	12/5/2023 7:43 PM	PAGA Notice

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-997386-23
Plaintiff for PAGA Case: Tony Grosbeier
Filer/Attorney for PAGA Case: Matthew Righetti
Law Firm for PAGA Plaintiff: Righetti Glugoski, P.C.
Employer: Rocket Mortgage, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 12/01/2023 04:14:52 PM by Matthew Righetti	23.12.01.Grosbeier & Mellen.LWDA Letter [FINAL].pdf	12/2/2023 12:15 AM	PAGA Notice

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-997388-23
Plaintiff for PAGA Case: Timothy Mellen
Filer/Attorney for PAGA Case: Matthew Righetti
Law Firm for PAGA Plaintiff: Righetti Glugoski, P.C.
Employer: Rocket Mortgage, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 12/01/2023 04:17:39 PM by Matthew Righetti	23.12.01.Grosbeier & Mellen.LWDA Letter [FINAL].pdf	12/2/2023 12:17 AM	PAGA Notice

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-878709-22
Plaintiff for PAGA Case: DC Snyder
Filer/Attorney for PAGA Case: Zach Crosner
Law Firm for PAGA Plaintiff: Crosner Legal
Employer: Rocket Mortgage, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 22STCV20293
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 05/03/2022 05:22:31 PM by Zachary Crosner	2022.05.03 - Amended PAGA ntc Snyder v Quicken Loans PAGA Ntc [FINAL] (1).pdf	5/4/2022 12:22 AM	Amended Notice
Court Complaint Submitted on 06/22/2022 03:26:06 PM by Zach Crosner	2021.6.21 Snyder - PAGA COmplaint.pdf	6/22/2022 10:26 PM	Court Complaint
PAGA Notice Submitted on 04/14/2022 02:47:37 PM by Zach Crosner	2022.04.14 - Snyder v Quicken Loans PAGA Ntc [FINAL].pdf	4/14/2022 9:48 PM	PAGA Notice