

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Gregg Lander (SBN 194018)
g.lander@d.law
Vanessa M. Ruggles (SBN 254031)
v.ruggles@d.law
Enoch J. Kim (261146)
e.kim@d.law
Marta Manus (260132)
m.manus@d.law
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff SHANNA JIMENEZ,
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

SHANNA JIMENEZ, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

SOFI LENDING CORP., a California
corporation; and Does 1 to 10, inclusive,

Defendants.

) **CLASS ACTION**

) Case No. 24CV02457

) **DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

) **Preliminary Approval Hearing:**

) Date:

) Time:

) Dept: 18

) Honorable Kenneth G. English
Department 18

) Action filed: April 16, 2024

) Trial date: None Set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Shanna Jimenez and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On April 16, 2024, Plaintiff Shanna Jimenez filed her initial class complaint commencing the Action in the Court. Jimenez's counsel sent a letter to the LWDA the same day to exhaust her remedies under PAGA. On June 21, 2024, Jimenez filed a First Amended Complaint adding a PAGA claim.

3. Plaintiff contends, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members by, *inter alia*, failing to pay all minimum wages, failing to pay all overtime wages, failing to pay all overtime wages at the legal overtime pay rate, failing to provide all meal periods, failing to authorize and permit all rest periods, failing to pay premium wages at the legal pay rate, illegal wage deductions, failing to timely furnish accurate itemized wage statements, failure to timely pay wages at termination or during employment, thereby also violating California Business & Professions Code section 17200, et seq., and incurring penalties under PAGA.

4. On December 12, 2024, the Parties attended mediation with Michelle A. Reinglass, Esq., an experienced mediator.

5. After lengthy negotiations that occurred during and after the mediation, the settling parties, through their counsel, recognizing the burdens and risk of continuing with the litigation, accepted the mediator's proposal to resolve the Action. The Parties executed the Settlement Agreement on or about April 7, 2025.

II. THE SETTLEMENT

6. In order to settle the action, Defendant agrees to pay the Gross Settlement Amount of \$520,000, exclusive of the employer's portion of payroll taxes and fees. It will be an

opt-out class. There is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery. The Gross Settlement Amount **represents approximately 70% of the realistic exposure, which demonstrates that the settlement is fair and reasonable.**

7. There is a total of approximately 14,388 workweeks in the Settlement Period, resulting in a recovery of an estimated \$36.14 gross/\$20.16 net per workweek. Each Class Member **will receive an average Individual Settlement Award of approximately \$2,042.37.**

Additional proposed disbursements are as follows:

Class Counsel Fees Payment	\$173,333 (1/3 of Gross Settlement Amount)
Class Counsel Litigation Expenses Payment	Up to \$25,000 as verified by Class Counsel and approved by the Court
Administration Expenses Payment	Not to exceed \$6,650
Class Representative Service Payment	\$15,000 to Plaintiff Shanna Jimenez
PAGA Penalties	\$10,000 (\$7,500 to LWDA; \$2,500 to Aggrieved Employees)

8. In addition, the Settlement Agreement includes non-monetary relief. As a result of this settlement, Defendant agrees to continue to review its wage and hour policies and practices to ensure compliance with the Labor Code.

9. As detailed in the Settlement Agreement, the Parties have selected ILYM Group, Inc. (the “Administrator”), an experienced class action settlement administrator, to administer this Settlement. Following preliminary approval, the Administrator will mail the Class Notice per the Settlement Agreement.

10. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

11. As such, the Parties respectfully request that this Court appoint the proposed Administrator to handle the notice and claims administration procedures, including posting the Judgment on its website.

1 **III. SETTLEMENT DOCUMENTS**

2 12. The Parties have finalized the terms of the following documents, true and correct
3 copies of which are attached hereto:

4 a. Class Action And PAGA Settlement Agreement attached hereto as
5 **Exhibit 1;**

6 b. Notice of Class Action Settlement attached to the Class Action and PAGA
7 Settlement Agreement attached to the Class Action and PAGA Settlement
8 Agreement (Exhibit 1 herein) as Exhibit A; and

9 c. [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of
10 Class Action and PAGA Settlement filed concurrently with this motion.

11 13. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration of Lisa
12 Mullins, on behalf of ILYM Group, Inc. Attached hereto as **Exhibit 3** is a true and correct copy
13 of the confirmation of submission of the PAGA settlement to the LWDA.

14 **IV. CONDITIONAL CERTIFICATION OF THE CLASS**

15 14. The Class definition is sufficiently specific to enable potential Class Members and
16 the Court to identify the Class Members, all of whom have indeed been identified by
17 Defendant's employment and payroll records. There are approximately 142 Class Members,
18 which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to
19 the Class consists of Defendant's policies, payroll records, time records and the forms of wage
20 statements given to Defendant's non-exempt employees.

21 15. The proposed Class Representative worked for Defendant as a non-exempt
22 employee under Defendant's uniform employment policies applicable to all non-exempt
23 employees during the Class Period, defined as from October 31, 2019, to December 12, 2024.
24 The Class Representative was subject to the same policies as other Class Members.

25 16. Accordingly, Plaintiff's claims are typical of those of other Class Members. The
26 Class Representative has agreed to act as such and understands her responsibilities. The Class
27 Representative has no claims or other interests that are antagonistic to the Class.

28 ///

1 **V. PRELIMINARY APPROVAL OF SETTLEMENT**

2 17. The Settlement for each participating Class Member is fair, reasonable, and
3 adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation.
4 The Settlement represents a fair and reasonable value of all claims. There is no claim form
5 required so all Class Members will be paid unless they opt out, and there is no reversion to
6 Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA
7 claim, and Plaintiff has notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount
8 balanced against the merits of the Plaintiff's case is reasonable.

9 18. Here, the Settlement was reached through arm's-length negotiation with an
10 experienced, highly regarded neutral mediator, Michelle A. Reinglass, Esq. Before mediation,
11 the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided
12 extensive documentation of its policies and practices and data related to the claims asserted in
13 this case, including pay and time data for 132 Class Members and other information necessary
14 for Plaintiff to create a damages exposure analysis. Plaintiff hired an expert, Berger Consulting
15 Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for
16 the mediation. The Parties agreed on the proposed Settlement after extensive negotiations that
17 resulted in a mediator's proposal.

18 19. The Settlement here provides pro rata distribution to Class Members based upon
19 the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and
20 the proposed distribution plan supports preliminary approval.

21 20. The Settlement that has been reached, subject to this Court's approval, is the
22 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
23 Counsel are knowledgeable about and have done extensive research with respect to the
24 applicable law and potential defenses to the claims of the Class Members. The Parties
25 investigated relevant law as applied to the facts of the case, potential defenses, and damages
26 claimed by Plaintiff on behalf of themselves, the Class, and the PAGA Members.

27 21. Based on the documents and information provided by Defendant and their own
28 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the

1 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
2 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
3 known facts and circumstances, including the risk of significant delay and uncertainty associated
4 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

5 22. The Gross Settlement Amount is, of course, a compromise figure. Plaintiff took
6 into account the risks of decertification, the risks related to proof of Plaintiff's claims, and the
7 strengths and weaknesses of Defendant's defenses. Plaintiff also considered the possibility that if
8 a settlement were reached after additional years of litigation, the great expenses of litigation
9 would reduce the amount of funds available to class members for settlement. Furthermore,
10 Plaintiff took into consideration the time delay and financial repercussions of liability trials,
11 numerous damages trials, and the possibility of an appeal by Defendant. The details for the
12 reasonably expected recovery per claim are detailed below in the following paragraphs.

13 23. **Failure to Pay All Wages Due to Off the Clock Work:**

14 a. *Facts*

15 Plaintiff alleged that Ms. Jimenez and other Class Members performed work while under
16 Defendant's control but were not compensated therefor. For example, Ms. Jimenez and Class
17 Members arrived five to 10 minutes early to clock in for their shifts to allow time to boot up their
18 computers, log-in, open the "Yubi Key" application, sign in using a fingerprint and two-factor
19 authentication, then, finally, access the ADP portal to clock in.

20 b. *Law*

21 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
22 worked. "Hours worked" means the time during which an employee is subject to the control of
23 an employer and includes all the time during which the employee is suffered or permitted to
24 work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing*
25 *Co.* (2000) 22 Cal.4th 575, 582.)

26 c. *Expected Recovery*

27 The maximum estimated unpaid time per shift was approximately 5minutes. That
28 estimate results in total unpaid wages in the amount of \$303,269. The probability of prevailing

on this claim is approximately 10% because Defendant contended that Plaintiff's off-the-clock theory applied only to some class members, plus there are no records of the off-the-clock work. **As such, the real exposure for this claim was approximately \$30,326 based on these risks.**

24. Failure to Pay Overtime:

a. Facts

Plaintiff alleged that during Ms. Jimenez's employment with Defendant, Defendants failed to pay overtime wages for all overtime hours worked. For example, Ms. Jimenez's wage statement dated June 2, 2023, showed she earned two overtime rates that were paid at less than 1.5 times the base rate.

b. Law

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." (Labor Code § 510.)

c. Expected Recovery

The data provided by Defendant showed that, although some overtime wages were unpaid, additional overtime paid by Defendant more than offset the underpayments class wide. Accordingly, Plaintiff attributed no value to this claim.

25. Failure to Provide All Meal Periods:

a. Facts

Plaintiff alleged that Defendant failed to provide legally compliant meal periods to Ms. Jimenez and Class Members. For example, Ms. Jimenez's timekeeping records reflect multiple missing second meal periods and short meal periods.

b. Law

Employers must generally provide "a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work." (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

1 c. *Expected Recovery*

2 Plaintiff's damages analysis determined that Class Members' maximum recovery was
3 approximately \$239,609 in unpaid meal period premiums, with interest. However, Defendant
4 contends that employees voluntarily waived their meal periods, and the cause of the violations
5 (e.g., voluntary versus involuntary) is not apparent on the face of the records. Further, Defendant
6 paid meal period premiums for approximately 60% of facial violations. Accordingly, the chance
7 of full recovery is approximately 10%. **As a result, the reasonable value is estimated to be**
8 **approximately \$23,960.**

9 26. **Failure to Authorize and Permit All Paid Rest Periods:**

10 a. *Facts*

11 Plaintiff alleged that Defendant failed to always authorize and permit paid rest periods
12 for Ms. Jimenez. For example, four to five times per week, Ms. Jimenez's rest periods were
13 interrupted by co-workers' work-related messages. Ms. Jimenez was obligated to respond during
14 her rest periods because of the volume of work. Other Class Members report that rest breaks
15 were missed, interrupted, and cut short due to work demands and company metrics.

16 Defendant did not pay any rest period premiums.

17 b. *Law*

18 "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six
19 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
20 of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court*
21 (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and
22 states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8
23 C.C.R. § 11040(12).)

24 c. *Expected Recovery*

25 Plaintiff's damages analysis determined that Class Members' maximum recovery is
26 approximately \$2,504,695 in unpaid rest period premiums assuming a rest period violation on
27 half of total eligible shifts. Defendant contended that Class Members were permitted all required
28 breaks. Because no records reflect whether the Class Members took rest breaks, the probability

of prevailing on this claim was approximately 20%. **As such, the realistic exposure for this claim is approximately \$500,939.**

27. Failure to Pay Premium Wages at the Legal Pay Rate:

a. Facts

Plaintiff alleged that Ms. Jimenez and Class Members periodically received compensation in the form of bonuses, shift differentials, and extra benefits. For example, Ms. Jimenez's wage statement dated June 2, 2023, shows Ms. Jimenez receiving shift differentials titled "Shift Dff Wknd" and "Shift Diff 2." In that same pay period, Ms. Jimenez also received "Mealbrk Prem" paid at the base rate. Hence, the shift differentials were not incorporated in the meal period premium.

b. Law

Labor Code § 226.7 and the wage order require employers to pay non-exempt employees an additional hour of premium wages at the employee's regular rate of compensation on each workday that the employee is not provided with a meal break. The regular rate must include all remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

c. Expected Recovery

Based on the data provided by Defendant, Plaintiff estimates the total exposure for this claim is approximately **\$22,307, with interest**. The probability of prevailing on this claim is approximately 80% because pay records prove this claim, and case law is clear regarding liability. The risk factor is simply the general risks of class certification and trial. **As such, the realistic exposure for this claim was approximately \$17,845 based on these risks.**

28. Illegal Wage Deduction:

a. Facts

Plaintiff alleged that Defendant made unauthorized deductions from Ms. Jimenez's wages. For example, Ms. Jimenez's September 9, 2022, wage statement shows a deduction for "Regular" in the amount of \$25.26 and "Overtime" in the amount of \$19.13.

b. Law

1 Labor Code § 221 states, “It shall be unlawful for any employer to collect or receive from
2 an employee any part of wages theretofore paid by said employer to said employee.

3 *c. Expected Recovery*

4 Plaintiff’s damages analysis estimated that 25 class members suffered underpayment of
5 \$11,209. **Accordingly, even if Plaintiff were able to recover the full value of this claim, such**
6 **recovery would amount to only about \$11,209.**

7 **29. Failure To Provide Compliant Wage Statements:**

8 *a. Facts*

9 Plaintiff alleged that Defendant issued improper wage statements to Ms. Jimenez and
10 other Class Members because Defendant’s wage statements did not always contain all requisite
11 information, including but not limited to all applicable hourly rates in effect during the pay
12 period and the corresponding number of hours worked at each hourly rate by the employee.

13 For example, Ms. Jimenez’s wage statement dated November 18, 2022, shows that
14 “LUNCH EARN” without any rates or hours listed. Rather is it listed in the lump sum of
15 \$191.23. Furthermore, Ms. Jimenez’s wage statement dated May 26, 2023, shows “Supplemental
16 OT” also does not have any corresponding rates listed.

17 In addition to the independent violations, if Ms. Jimenez prevails on any of the
18 underlying claims, she will prevail on the derivative Labor Code § 226 claim. Because of
19 Defendant’s illegal wage and hour policies as set forth above, all wages earned and all hours
20 worked were not accurately reflected on Class Members’ wage statements.

21 *b. Law*

22 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
23 payment of wages, to furnish each of its employees an accurate itemized statement in writing
24 showing, among other things, total hours worked by the employee, all applicable hourly rates in
25 effect during each pay period and the corresponding number of hours worked at each hourly rate.

26 *c. Expected Recovery*

27 Plaintiff’s damages analysis estimated that the maximum recovery for this claim was
28 approximately \$242,050. However, Plaintiff must prove intentional violations in order to prevail.

Further, this is a penalty and not a wage loss, and courts rarely grant the full amount of the penalty. Based on these risks, **the real exposure for this claim is approximately 40% of the maximum, for a total expected recovery of \$96,820.**

30. **Labor Code § 203 Violations:**

a. Facts

If Ms. Jimenez prevails on any of the underlying wage claims, she will prevail on the derivative Labor Code § 203 claim, because Defendant has not paid all wages and penalties as a result of these alleged violations. A total of 48 Class Members separated employment during the relevant time period.

Separate from the derivative violations, Plaintiff alleged that Defendant also failed to provide Ms. Jimenez with her final paycheck in a timely manner. During a Zoom meeting on November 10, 2023, Defendant told Ms. Jimenez her employment was terminated. However, Defendant did not provide Ms. Jimenez with her final paycheck until three days later.

b. Law

Under Labor Code § 203, the approximately 48 Class Members who are no longer employed by Defendant are entitled to 30 days of waiting time penalties because Defendant did not pay them all wages due and/or related penalties upon separation.

c. Expected Recovery

During the statutory period, approximately 48 employees left Defendant's employ. Based on average hourly rates, the 30-day maximum waiting time penalties for those Class Members is \$327,190. Plaintiff has around a 20% chance of prevailing at the time of trial on this claim as it is simply derivative of the underlying claims, and Plaintiff must prove this is a "willful" violation in order to prevail. Furthermore, trial judges rarely if ever grant the full amount of the penalty on top of wages owed. Finally, there are the general risks of trial. **As such, the real exposure for this claim was approximately \$65,438.**

31. Regarding the claim for violations of Business & Professions Code section 17200, *et. seq.*, the forgoing analysis assumes the longer four-year statute of limitations that is available under the UCL for the unpaid wage and break violations. This cause of action is derivative of the

1 other claims that have already been analyzed. **Accordingly, the damages available under this**
2 **cause of action have already been analyzed or are duplicative of damages discussed above.**

3 32. Regarding the claim for violations of the Private Attorneys General Act (PAGA),
4 the maximum potential exposure is \$827,900. The strength of the PAGA claim would be
5 impacted by the factors discussed above for the non-PAGA claims. Based on recent PAGA
6 decisions, even if Plaintiff was successful on this claim through trial, the Court would likely
7 exercise its discretion under PAGA and significantly reduce the penalties and would also not
8 impose PAGA penalties on top of Cal. Labor Code § 226 and 203 penalties. **The \$10,000 that**
9 **the parties allocated to PAGA Penalties is a reasonable settlement of that claim.** Of this
10 amount, 25%, or \$2,500, will be distributed to PAGA Members. There are approximately 75
11 Aggrieved Employees.

12 33. The proposed PAGA Penalties portion of the Settlement is both just and in the
13 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
14 and reasonable resolution of the representative PAGA claim. The Parties also believe that the
15 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
16 when considering the time and expense necessary to complete protracted litigation which,
17 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
18 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
19 also provides a small sum to each Aggrieved Employee on a pro-rata basis based on the number
20 of PAGA Pay Periods they worked during the PAGA Period (defined as the period from June 21,
21 2023, to December 12, 2024).

22 34. Based upon the foregoing, **this case had a reasonable value of approximately**
23 **\$746,537 for the underlying Labor Code claims.** However, the maximum amount is almost
24 never recovered at trial and never in a settlement. Settlements, by their nature, must account for
25 the weaknesses in the plaintiff's case. After taking into account the sharply disputed factual and
26 legal issues involved in the lawsuit, the risks attending further prosecution, and the substantial
27 benefits to be received under the compromise and settlement of the action, Class Counsel are of
28 the opinion that settlement is in the best interests of the Class and is fair and reasonable.

Accordingly, the settlement total of approximately 70% of the maximum potential value of the case is an excellent result.

35. After analyzing and weighing the evidence discussed above as well as the legal issues, Class Counsel and Plaintiff concluded that the settlement of \$520,000 represents a fair and reasonable discount from the realistic recovery. The Settlement will allow the parties to avoid the expense and time commitments of continued litigation and provides a significant benefit for the Class which would not otherwise have been available. The Gross Settlement Amount of \$520,000 is a fair, reasonable, and adequate settlement.

VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.

36. The Class Notice provides proper notice to the Class of the terms of the Settlement Agreement and the options available to the Class, including the ability of the Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive a Settlement Payment and be bound by the terms of the Settlement; the date of the Final Approval Hearing, and how to obtain further information through Class Counsel, the Administrator's website, or the Court's docket.

37. Class Members will receive separate checks for the class portion and PAGA portion, respectively.

38. Plaintiff respectfully requests that the Court approve the Class Notice agreed to by the parties.

VII. ATTORNEYS' EXPERIENCE

39. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

40. D.Law is well-qualified and has ample experience, knowledge, and resources to act

1 as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action.
2 Our practice is exclusively focused on employment matters and representing plaintiffs in wage and
3 hour actions with the same or similar causes of actions brought forth in the matter pending before
4 this Court.

5 41. D.Law has litigated and successfully resolved many wage and hour class action
6 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De
7 La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
8 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
9 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
10 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
11 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
12 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
13 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
14 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
15 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
16 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
17 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
18 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
19 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
20 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
21 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
22 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
23 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
24 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
25 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
26 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v.
27 PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
28 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior

1 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
2 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
3 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
4 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
5 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
6 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
7 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
8 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
9 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
10 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
11 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
12 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
13 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
14 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
15 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
16 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
17 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
18 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,
19 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa
20 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in
21 San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of
22 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
23 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
24 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
25 among others.

26 42. Gregg Lander is the Litigation Manager for D.Law, Inc.'s West Los Angeles
27 office and worked on this matter. Mr. Lander graduated from Texas A&M University in 1989
28 with a Bachelor of Business Administration degree in Marketing. In 1997, Mr. Lander graduated

1 from California Western School of Law in San Diego and was admitted to the California Bar the
2 same year. In October 2001, Mr. Lander joined the Law Offices of Kevin T. Barnes. In or about
3 2004, Mr. Barnes transitioned our firm completely to class and representative action cases and
4 since then, Mr. Lander has worked almost exclusively on complex wage and hour matters.
5 Thereafter, until 2023, Mr. Barnes and Mr. Lander litigated hundreds of wage and hour cases,
6 usually to settlement, sometimes after class certification, and occasionally including appellate
7 review.

8 43. I am a 2008 California Western School of Law graduate and was admitted to the
9 California State Bar in December 2008. Since graduating from law school, I have dedicated my
10 entire career to litigating employment class and PAGA actions. I have litigated and settled
11 hundreds of wage and hour class actions and have obtained numerous six and seven figure
12 settlements. As such, I have significant experience specifically working on wage and hour class
13 actions from the plaintiff's side.

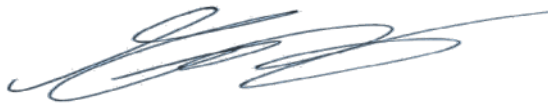
14 44. The collective experience of the D.Law attorneys in litigating employment wage
15 and hour matters has been integral in identifying legal issues, evaluating the strengths and
16 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
17 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
18 concerning the constantly evolving substantive law (state and federal), as well as the procedural
19 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
20 equipped to use the skills and knowledge developed over decades of prosecuting and defending
21 wage and hour class actions to fairly and adequately represent the interests of the Class Members
22 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
23 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the
24 putative Class Members and aggrieved employees in this action.

25 45. We understand the responsibilities owed as counsel to the Settlement Class
26 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
27 the claims asserted in this action and have remained committed to dedicating the resources
28 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and

1 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
2 and reasonable for the Class Members and aggrieved employees and all involved, and that the
3 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
4 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
5 interfere with the duties as Class Counsel.

6 I declare under penalty of perjury under the laws of the State of California and the United
7 States of America that the foregoing is true and correct.

8 Executed on August 19, 2025, at San Diego, California.

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11 Marta Manus, Esq.
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Shanna Jimenez (“Plaintiff”) and Defendant SoFi Lending Corp. and SoFi Bank, N.A. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Shanna Jimenez v. SoFi Lending Corp.* initiated on April 16, 2024, and pending in Superior Court of the State of California, County of Sonoma, case no. 24CV02457.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 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 “Aggrieved Employee” means all persons employed by Defendant in California as non-exempt employees during the PAGA Period (defined as June 21, 2023, through December 12, 2024). There shall be no ability to opt out.
- 1.5 “Class” means all persons employed by Defendant in California as non-exempt employees during the Class Period (defined as October 31, 2019, through December 12, 2024). It shall be an opt-out class.
- 1.6 “Class Counsel” means Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa Ruggles, Esq. and Guido E. Toscano, Esq., of D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees (not to exceed one-third of the Gross Settlement Amount) and expenses (not to exceed \$25,000), respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from October 31, 2019, to December 12, 2024.
- 1.13 “Class Representative” means the named Plaintiff Shanna Jimenez in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative Shanna Jimenez, in the amount of \$15,000 and in addition to Plaintiff’s Individual Settlement Award, for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Sonoma.
- 1.16 “Defendant” means named Defendant SoFi Lending Corp. and its affiliate SoFi Bank, N.A.
- 1.17 “Defense Counsel” means Rachel L. Capler, Esq., and Alexandra H. Stathopoulos, Esq., of Orrick, Herrington & Sutcliffe LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur and all further appeals have been exhausted.
- 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 its Final Approval of the Settlement.

- 1.22 “Gross Settlement Amount” means \$520,000, 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, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expense Payment.
- 1.23 “Individual Class Payment” means the payment that will be made to a Class Member based on the number of verified weeks spent by the Class Member in Defendant’s employ during the Settlement Period.
- 1.24 “Individual PAGA Payment” means the payment that will be made to an Aggrieved Employee based on their pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA (\$7,500) under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion from the Settlement.
- 1.30 “PAGA Pay Period” means any Pay Period during the PAGA Period for which an Aggrieved Employee worked for Defendant for at least one day.
- 1.31 “PAGA Period” means the period from June 21, 2023, to December 12, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means Plaintiff Shanna Jimenez’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid

from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Shanna Jimenez, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement and Approval of PAGA Settlement.
- 1.38 “Proposed Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendant Sofi Lending Corp., its affiliate SoFi Bank, N.A., and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 45 days after the Administrator mails the Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion or Objections to the Settlement.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means as any workweek during the Class Period in which a Class Member worked on one or more calendar days.

2. RECITALS.

- 2.1 On April 16, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay All Wages;

(2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Overtime Wages Re AWS; (4) Failure to Pay All Wages at the Legal Overtime Pay Rate; (5) Failure to Provide All Meal Periods; (6) Failure to Authorize and Permit All Rest Periods; (7) Failure to Pay Premium Wages At the Legal Pay Rate; (8) Illegal Wage Deductions; (9) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (10) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (11) Derivative violations of Labor Code §§ 201-202; (12) Independent violations of Labor Code §§ 201-202; and (13) Unfair Business Practices. On June 21, 2024, Plaintiff filed a First Amended Complaint adding a claim under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2 On December 12, 2024, the Parties participated in an all-day mediation presided over by Michelle A. Reinglass, Esq. While the case did not settle at mediation, the parties settled through a mutually agreed mediator’s proposal after mediation.

2.3 Prior to the mediation, Defendant provided documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for 132 Class Members and other information necessary for Plaintiff to create a damages exposure analysis. Defendant and Plaintiff also sent out a *Belaire-West* privacy opt-out notice to former employee putative class members, and contact information was subsequently shared with Plaintiff’s counsel for former employees who did not opt-out. Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. Plaintiff’s 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.

2.4 The Court has not granted class certification. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved, or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met.

2.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$520,000 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 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 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 order:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$173,333, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the motion for Final Approval, Plaintiff will request the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$6,650 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 \$6,650, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment will be made to class members based on the number of verified Workweeks spent by class members in Defendant's employ during the Class Period.

3.2.4.1 Tax Allocation of Individual Class Payments. 30% 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 remaining 70% 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.

3.2.4.2 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.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Aggrieved Employees for their Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 142 Class Members who collectively worked a total of 14,388 Workweeks, and 75 Aggrieved Employees who worked a total 2,458 of PAGA Pay Periods.

4.2 Class Data. Not later than 15 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 to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant agrees to immediately notify Class Counsel and the Administrator if it discovers that the Class Data is inaccurate or omitted class member identifying information that is otherwise available in Defendant's business records, and in such a circumstance, Defendant will provide corrected or updated Class Data to the Administrator 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 inaccurate or omitted Class Data.

4.3 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 14 days after the Effective Date.

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

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address

provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not 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.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release of Claims. In addition to the releases set forth in Sections 5.2 and 5.3, and in consideration for the Class Representative Service Payment, Plaintiff and her 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 of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted throughout the Effective Date. This release is intended to have the broadest possible application but excludes claims for workers' compensation benefits, claims for unemployment benefits, and any current and/or future claims that are unwaivable as a matter of law. This release also does extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, disability benefits, or social security benefits. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiffs' obligations to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiffs' rights and/or obligations to respond to, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes

of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

5.2 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 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal Periods; (5) Failure to Authorize and Permit All Rest Periods; (6) Failure to Pay Premium Wages At the Legal Pay Rate; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Failure To Timely Furnish Accurate Itemized Wage Statements; (10) Violations of Labor Code §§ 201-202; (11) Unfair Business Practices. Except as set forth in Section 5.3 of this Agreement, 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.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal Periods; (5) Failure to Authorize and Permit All Rest Periods; (6) Failure to Pay Premium Wages At the Legal Pay Rate; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Failure To Timely Furnish Accurate Itemized Wage Statements; (10) Violations of Labor Code §§ 201-202; and (11) Failure to Pay Sick Pay At The Legal Pay Rate. When the Court's Judgment becomes final and upon funding of the Gross Settlement Amount, the Aggrieved Employees shall release and be barred from acting as a proxy of the State of California to allege any of the Released PAGA Claims against the Released Parties.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that includes a request for approval of the Class and PAGA settlement under Labor Code section 2699, subdivision (l).

- 6.1 If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to

locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later. If the Parties disagree, Defendant's determination shall be final.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement,

including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or 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 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determinations with respect to the challenges.

7.7 Objections to Settlement.

7.7.1 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 Payment.

7.7.2 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 oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform all the tasks

assigned to the Administrator in this Agreement or otherwise.

- 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information (except for Social Security Numbers) of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information (except for Social Security Numbers) of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, state the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decisions shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting 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 number of 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.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by an assigned identification number only of all payments made under this Agreement. At least 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 in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 142 Class Members and 14,388 Total Workweeks during the Class period ("Certified Workweek Amount) and (2) there were 75 Aggrieved Employees who worked 2,458 Pay Periods during the PAGA Period. If the actual number of workweeks for all class members from October 31, 2019, to November 4, 2024, should exceed the Certified Workweek Amount by more than ten percent (10%), the Gross Settlement Amount shall be increased by the percentage difference between the Certified Workweek Amount and the actual number of workweeks that accrued for all class members from October 31, 2019, to November 4, 2024.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, 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 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

- 10.1 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 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 determine whether they can address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 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.
- 10.4 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.
- 10.5 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 determine whether they can 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.

11. 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.

12. ADDITIONAL PROVISIONS.

12.1 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 that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This Agreement does not restrict SoFi from sharing the terms of the Agreement internally as is necessary in the ordinary course of business.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel

and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 12.6 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.
- 12.7 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.
- 12.8 No Tax Advice. Neither Plaintiff, 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

- 12.12 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.
- 12.13 Confidentiality. Plaintiff and her counsel agree not to issue a press release or otherwise notify the media about the terms of the settlement or advertise or market any of the terms of the settlement through written, recorded or electronic communications. Plaintiff and her counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not, limit Plaintiff's counsel from responding to questions from, and providing advice to class members regarding the settlement after court approval is granted.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 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.
- 12.16 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.
- 12.17 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, addressed as follows:

To Plaintiff:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Guido E. Toscano, Esq.
D.LAW, INC.
1635 Pontius Avenue, Floor 2

Los Angeles, CA 90025-3361
Tel.: (424) 320-6420
Email: Gregg@d.law

To Defendant:

Rachel L. Capler, Esq.
Alexandra H. Stathopoulos, Esq.

ORRICK, HERRINGTON &
SUTCLIFFE LLP
The Orrick Building
405 Howard Street

San Francisco, CA 94105
Tel.: (415) 773-5414
Email: RCapler@orrick.com
AStathopoulos@orrick.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

12.19 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, Code of Civil Procedure section 583.330 extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20. Non-Monetary Relief. Defendant agrees to continue to review its wage and hour policies to ensure compliance with the Labor Code.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 04 / 03 / 2025

Shanna Jimenez
Plaintiff Shanna Jimenez

Dated: 4/5/2025

Chris LaPointe
Defendant SoFi Lending Corp.

Chris LaPointe
Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

Dated: 4/7/25



Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Attorneys for Plaintiff Shanna Jimenez

ORRICK, HERRINGTON & SUTCLIFFE LLP



Dated: April 7, 2025

Rachel L. Capler, Esq.
Alexandra H. Stathopoulos, Esq.
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Shanna Jimenez v. SoFi Lending Corp.
Sonoma County Superior Court of California – Case No. 24CV02457

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) if you worked for Defendant SoFi Lending Corp. or its affiliate SoFi Bank, N.A. (collectively “Defendant” or “SoFi”) for alleged wage and hour violations during the relevant period. The Action was filed by former SoFi employee Shanna Jimenez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who worked for SoFi during the Class Period of October 31, 2019, to December 12, 2024 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant during the PAGA Period of June 21, 2023 to December 12, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either the Class Period or PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the

Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will still be paid an Individual PAGA Payment and waive your right to bring a claim for penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is [REDACTED], 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. 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. See Section 6 of this Notice. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by [REDACTED], 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED], 2025, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2025. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks. Written Challenges Must be Submitted by [REDACTED], 2025	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and the number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SoFi employee. The Action alleges the following claims against Defendant under California labor laws: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Overtime Wages Re AWS; (4) Failure to Pay All Wages at the Legal Overtime Pay Rate; (5) Failure to Provide All Meal Periods; (6) Failure to Authorize and Permit All Rest Periods; (7) Failure to Pay Premium Wages At the Legal Pay Rate; (8) Illegal Wage Deductions; (9) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (10) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (11) Derivative violations of Labor Code §§ 201-202; (12) Independent violations of Labor Code §§ 201-202; and (13) Unfair Business Practices based on the same claims. Plaintiff has also asserted a claim for civil penalties

under the California Private Attorneys General Act (Labor Code sections 2698, et seq.). Plaintiff is represented by attorneys in the Action: Emil Davtyan, Esq., Gregg Lander, Esq., and Vanessa M. Ruggles, Esq. of D.Law, Inc. (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Defendant Will Pay \$520,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to one-third of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- Up to \$15,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$6,650 to the Administrator for services administering the Settlement.
- Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments will be treated as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments 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 proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____, 2025, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Administrator's contact information is contained in **Section 9** of this Notice.

- I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal Periods; (5) Failure to Authorize and Permit All Rest Periods; (6) Failure to Pay Premium Wages At the Legal Pay Rate; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage

Statements; (9) Violations of Labor Code §§ 201-202; and (10) Unfair Business Practices. Except as set forth in Section 5.3 of the Settlement Agreement, 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.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay All Wages at the Legal Overtime Pay Rate; (4) Failure to Provide All Meal Periods; (5) Failure to Authorize and Permit All Rest Periods; (6) Failure to Pay Premium Wages At the Legal Pay Rate; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (10) Violations of Labor Code §§ 201-202; and (13) Failure to Pay Sick Pay at the Legal Pay Rate.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____, 2025, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's

contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Shanna Jimenez v. SoFi Lending Corp.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, 2025, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the ___, 2025, Final Approval Hearing, Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and requests Fees, Litigation Expenses, and Service Award for Plaintiff, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a

Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website <https://cmsportal.sonomacourt.org/iportal>.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Shanna Jimenez v. SoFi Lending Corp.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____, 2025, at _____ a.m./p.m. in Department 18 of the Sonoma Superior Court, located at 3055 Cleveland, Santa Rosa, CA 95403. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Odyssey Portal <https://cmsportal.sonomacourt.org/iportal>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (url) _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url) _____.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://cmsportal.sonomacourt.org/iportal> and entering the Case Number for the Action, Case No. 24CV02457. You can also make an appointment to personally review court

documents in the Clerk's Office at the Sonoma Courthouse by calling (707) 521-6650.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420
Email: Gregg@d.law

Settlement Administrator:

ILYM Group, Inc.

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> or (916) 445-5361 for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies.

18 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
19 counsel in the *Jimenez v. SoFi Lending Corp.* matter.

20 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
21 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
22 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
23 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

24 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
25 number to receive correspondence and inquiries from class members. After receiving the class data file
26 from Defendant, which should contain the class members’ names, last known addresses, and social security
27 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
28 discrepancies.

1 6. As part of the preparation for mailing the class notice, ILYM Group will process class
2 members' names and addresses against the National Change of Address ("NCOA") database, maintained
3 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
4 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
5 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
6 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
7 address provided by Defendant for mailing the class notice.

8 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
9 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
10 and will promptly re-mail the class notice.

11 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific
12 date for the deadline so that all class members will be apprised of exactly when all applicable forms will
13 be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file
14 an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and
15 name of those individuals who filed a timely opt-out, dispute or objection.

16 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
17 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
18 including but not limited to overview and reconciliation of account; (c) calculating the individual
19 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
20 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
21 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
22 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
23 **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

24 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
25 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
26 with the administration of this settlement are: **\$6,650.00**.

27 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 13th day of May 2025, at Tustin,
3 California.

4
5 
6 Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Jimenez v. SoFi Lending Corp.

Thursday, December 5, 2024

Requesting Attorneys Name:	Jacquelyn Luong
E-Mail:	jacquelyn@d.law
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	150
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,695.00
Notification & Mailing:	\$492.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,672.50
Case Conclusion:	\$465.00

Estimated ILYM Fees & Expenses: \$6,650.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jimenez v. SoFi Lending Corp.

Thursday, December 5, 2024

Requesting Attorneys Name: Jacquelyn Luong

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
Subtotal				\$325.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$2,695.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.70	150	\$105.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	23	\$45.00
Storage, Photocopies, Deliveries	Flat Fee	\$117.50	1	\$117.50
Subtotal				\$492.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jimenez v. SoFi Lending Corp.

Thursday, December 5, 2024

Requesting Attorneys Name: Jacquelyn Luong

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	150	\$150.00
USPS First Class Postage	Per Piece	\$0.60	150	\$90.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	15	\$22.50
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,672.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$465.00

Estimated ILYM Fees & Expenses: \$6,650.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 3