

# Exhibit A

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12 Attorneys for Plaintiff and Others Similarly Situated

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15  
16 Sandra Medina, individually and on  
behalf of others similarly situated, and  
17 on behalf of the general public,

18 Plaintiff,

19 v.

20 Evolve Mortgage Services, LLC,

21 Defendant.

Case No. 8:21-cv-01338 CJC (JDEx)

**AMENDED JOINT STIPULATION OF  
COLLECTIVE ACTION  
SETTLEMENT, PAGA SETTLEMENT,  
AND RELEASE**

Complaint Filed: August 13, 2021  
Trial Date: September 19, 2023

District Judge: Hon. Cormac J. Carney  
Courtroom 9B, Santa Ana  
Magistrate Judge: Hon. John D. Early  
Courtroom 6A, Santa Ana

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1 This Joint Stipulation of Collective Action Settlement, PAGA Settlement, and  
2 Release (“Stipulation of Settlement” or “Settlement Agreement”) is made by and  
3 between plaintiff Sandra Medina (“Plaintiff”), individually and on behalf of all others  
4 similarly situated, and defendant Evolve Mortgage Services, LLC (“Evolve” or  
5 “Defendant”) (collectively with Plaintiff, the “Parties”), and their respective counsel  
6 of record, subject to the terms and conditions herein and the Court’s approval. This  
7 Settlement Agreement is intended to fully, finally, and forever compromise, release,  
8 resolve, discharge, and settle the released claims subject to the terms and conditions  
9 set forth in this Settlement Agreement. Upon final approval of this Settlement  
10 Agreement by the Court, and any related motions, the instant action shall be  
11 dismissed in its entirety with prejudice.

12 **I. DEFINITIONS**

13 As used in this Settlement Agreement, the following terms have the meanings  
14 specified below:

15 1. “Action” or “Lawsuit” means the case *Sandra Medina v. Evolve*  
16 *Mortgage Services, LLC*, Case No. 8:21-cv-01338 CJC (JDEx), pending in the United  
17 States District Court for the Central District of California.

18 2. “Administration Costs” means the actual and direct costs reasonably  
19 charged by the Settlement Administrator, CPT Group, for its services in  
20 administering the Settlement, currently projected by the Parties not to exceed Sixteen  
21 Thousand Five Hundred Dollars (\$16,500.00).

22 3. “California Period” is the period beginning August 13, 2017 through and  
23 including December 31, 2021.

24 4. “California Released Claims” means all claims, debts, liabilities,  
25 demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees,  
26 damages, actions, or causes of action of whatever kind or nature, whether known or  
27 unknown, contingent or accrued, that Plaintiff and the FLSA Collective Members  
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1 who worked in California have or may have brought against the Released Parties  
2 based on the facts alleged in the Complaint and/or First Amended Complaint during  
3 the California Period for unpaid overtime, meal period premiums, wage statement  
4 penalties, waiting time penalties, PAGA penalties, statutory liquidated damages, and  
5 attorneys' fees and costs, including, but not limited to, any claims under California  
6 Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 510, 512, 558,  
7 1194, 1198, and 2698, *et seq.* based on alleged violations of these Labor Code  
8 provisions, as well as claims under California Code of Civil Procedure section  
9 1021.5, California Business & Professions Code section 17200, *et seq.*, and the  
10 applicable Industrial Welfare Commission Wage Orders, or any similar state or local  
11 law.

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13 5. "Claimants" means those FLSA Collective Members who submit a  
14 timely FLSA Opt-In Form.

15 6. "Collective" means the FLSA Collective. Members of the Collective are  
16 referred to herein as "Collective Members."

17 7. "Collective Counsel" means Plaintiff's counsel, Matthew Helland and  
18 Daniel Brome of Nichols Kaster LLP.

19 8. "Complaint" means the operative First Amended Complaint in the  
20 Lawsuit.

21 9. "Contingency Fund" means the amount of Ten Thousand Dollars  
22 (\$10,000.00) that will be reserved from the Gross Settlement Value to resolve any  
23 potential disputes by FLSA Collective Members or to otherwise effectuate the  
24 purposes of this Agreement. Any unused portion of the Contingency Fund after the  
25 close of the check cashing period shall be tendered to Bet Tzedek as *cy pres* recipient.

26 10. "Court" means the United States District Court for the Central District of  
27 California.

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1 11. “Defendant” means defendant Evolve Mortgage Services, LLC.

2 12. “Defendant’s Counsel” means the law firm of Ogletree, Deakins, Nash,  
3 Smoak & Stewart, P.C.

4 13. “Fee and Expense Award” means such award of fees and expenses as the  
5 Court may authorize to be paid to Collective Counsel for the services they have  
6 rendered and will render to Plaintiff and the FLSA Collective in the Lawsuit. The  
7 Fee and Expense Award will not exceed 25% of the Gross Settlement Value,  
8 amounting to One Hundred Forty Three Thousand Seven Hundred Fifty Dollars  
9 (\$143,750.00), plus Collective Counsel’s actual out-of-pocket expenses in  
10 prosecuting this Lawsuit, which will not exceed Nine Thousand Five Hundred Dollars  
11 (\$9,500.00).

12 14. “Final Approval” means that the Final Approval Order and Judgment  
13 have been entered by the Court.

14 15. “Final Approval Order” means the Order Granting Final Approval of  
15 Settlement, which shall be submitted with the motion for final approval.

16 16. “FLSA Collective” means those individuals who are or were employed  
17 by Evolve in the United States as non-exempt employees eligible for commission or  
18 other non-discretionary incentive pay, and who were paid overtime and non-  
19 discretionary incentive pay in the same pay period at least once, at any time between  
20 August 13, 2018 and December 31, 2021. Members of the FLSA Collective are  
21 referred to herein as “FLSA Collective Members.”

22 17. “FLSA Collective Period” is the period beginning August 13, 2018  
23 through December 31, 2021.

24 18. “FLSA Collective Released Claims” means all claims, debts, liabilities,  
25 demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees,  
26 damages, actions, or causes of action of whatever kind or nature, whether known or  
27 unknown, contingent or accrued, that Plaintiff and the FLSA Collective Members  
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1 have or may have brought against the Released Parties based on the facts alleged in  
2 the Complaint and/or First Amended Complaint during the FLSA Collective Period  
3 for unpaid overtime in violation of the Fair Labor Standards Act, 29 U.S.C. section  
4 201 *et seq.* and the corresponding Department of Labor Regulations, 29 C.F.R.  
5 section 785 *et seq.* and 778 *et seq.*, including, but not limited to, any claims for  
6 unpaid wages, economic damages, liquidated damages, other monies, or other relief.

7 19. “FLSA Collective Action Notice” means the Court-approved form of  
8 notice to FLSA Collective Members, substantially in the form as **Exhibit 1**, attached  
9 hereto.

10 20. “Notice Packet” means the FLSA Collective Action Notice (**Exhibit 1**),  
11 and FLSA Opt-In Form (**Exhibit 2**).

12 21. “Notice Period” means the forty-five (45) calendar day period following  
13 the date on which the Settlement Administrator first mails the FLSA Notice Packet to  
14 the FLSA Collective Members.

15 22. “FLSA Opt-In Deadline” means the date forty five (45) calendar days  
16 following the date on which the Settlement Administrator first mails the FLSA Notice  
17 Packet to the FLSA Collective Members.

18 23. “FLSA Opt-In Form” means a consent form in substantially the form as  
19 **Exhibit 2** (Individualized for Distribution) or **Exhibit 3** (for posting on settlement  
20 website), attached hereto.

21 24. “FLSA Settlement Fund” means the portion of the Gross Settlement  
22 Value allocated to settle the claims of those FLSA Collective Members who submit  
23 timely FLSA Opt-In Forms. The FLSA Settlement Fund shall comprise a maximum  
24 of Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars  
25 (\$383,750.00); however, Evolve will not be responsible for, and will not be required  
26 to pay, any portion of the FLSA Settlement Fund that is allocated to FLSA Collective  
27 Members who do not submit timely FLSA Opt-In Forms.

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1           25. “Gross Settlement Value” means the maximum amount of Five Hundred  
2 Seventy Five Thousand Dollars (\$575,000.00) that Defendant shall pay as a result of  
3 this Stipulation of Settlement, plus the employer’s share of Payroll Taxes, as defined  
4 below. Under no circumstances will Defendant be responsible for paying more than  
5 \$575,000 plus the employer’s share of Payroll Taxes in connection with this  
6 Settlement.

7           26. “Individual Settlement Payment” means the portion of the PAGA  
8 Payment and/or FLSA Settlement Fund, as applicable, distributable to each Claimant.

9           27. “Judgment” means the form of judgment entered by the Court, which  
10 shall be submitted to the Court with the motion for final approval.

11           28. “Mediator” means Susan Eisenberg, Esq.

12           29. “PAGA Payment” means the sum of Four Thousand Dollars (\$4,000.00),  
13 which shall be allocated from the Gross Settlement Value to pay all applicable  
14 penalties under PAGA to the Labor and Workforce Development Agency (“LWDA”).  
15 By statute, seventy-five percent (75%) of the PAGA Payment (*i.e.*, Three Thousand  
16 Dollars (\$3,000.00)) shall be paid to the LWDA, and twenty-five percent (25%) of  
17 the PAGA Payment (*i.e.*, One Thousand Dollars (\$1,000.00)) shall be paid to the  
18 PAGA Members who worked for Defendant between August 13, 2020 and December  
19 31, 2021.

20           30. “PAGA Members” are all individuals who are or were employed by  
21 Evolve as non-exempt employees eligible for commission or other non-discretionary  
22 incentive pay in the State of California, and who were paid both (a) overtime and/or  
23 meal period premiums, and (b) non-discretionary incentive pay in the same pay  
24 period at least once, at any time between August 13, 2020 and December 31, 2021.

25           31. “PAGA Released Claims” means all PAGA claims, whether known or  
26 unknown, contingent or accrued, that Plaintiff and the PAGA Members have or may  
27 have brought pursuant to the California Private Attorneys General Act of 2004

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1 (“PAGA”) against the Released Parties based on the facts alleged in the Complaint,  
2 the First Amended Complaint, and/or Plaintiff’s PAGA Notice Letter dated  
3 September 3, 2021 (attached to the First Amended Complaint as Exhibit C) based on  
4 alleged violations of unpaid overtime, failure to provide meal periods and/or meal  
5 period premiums, failure to provide accurate itemized wage statements, failure to pay  
6 wages upon separation of employment, civil penalties, and attorneys’ fees and costs,  
7 based on alleged violations of California Labor Code sections 201, 202, 203, 204,  
8 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, and 1198, and the applicable Industrial  
9 Welfare Commission Wage Orders, during the PAGA Period.

10 32. “Parties” means Plaintiff, the FLSA Collective, and Defendant,  
11 collectively.

12 33. “Payment Obligation and Release Date” means after all of the following  
13 events have occurred: (i) the Court has finally approved the Settlement Agreement  
14 and has signed and entered an Order so indicating; (ii) the Court has entered an  
15 Approval Order dismissing this Action on the merits and with prejudice, with  
16 continuing jurisdiction limited to enforcing the Settlement Agreement; and if any  
17 objections have been filed, (iii) the time for appeal of the Approval Order has either  
18 run without an appeal being filed or any appeal filed (including any requests for  
19 rehearing *en banc*, petitions for certiorari, or appellate review) has been finally  
20 resolved and the Court’s Approval has been upheld. Defendant will not pay any  
21 money until after the Settlement Agreement is finally approved by the Court and the  
22 time for any appeal related to the Settlement has expired, if any timely objections  
23 have been filed.

24 34. “Payroll Taxes” means the employer’s portion of FICA, FUTA, and all  
25 other state and federal payroll taxes.

26 35. “Plaintiff” means Sandra Medina.

27 36. “Preliminary Approval” means that the Court has entered an order  
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1 preliminarily approving the terms and conditions of this Stipulation of Settlement,  
2 including the manner of providing notice to FLSA Collective Members.

3 37. “Released Parties” means and refers to Evolve Mortgage Services, LLC  
4 and all of Evolve Mortgage Services, LLC’s current or former parent companies,  
5 subsidiary companies and/or related companies, partnerships, joint ventures, and/or  
6 staffing agencies, and, with respect to each of them, all of their and/or such related  
7 entities’ predecessors and successors, and, with respect to each such entity, all of its  
8 past, present, and future employees, officers, partners, principals, directors,  
9 stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee  
10 benefit programs (and the trustees, administrators, fiduciaries, and insurers of such  
11 programs), and any other persons acting by, through, under, or in concert with any of  
12 the persons or entities listed in this subsection, and their successors.

13 38. “Service Award” means the sum paid to plaintiff Sandra Medina in  
14 recognition of her efforts in obtaining the benefits of the Settlement, which sum shall  
15 be paid from and not in addition to the Gross Settlement Value. The Service Award  
16 shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

17 39. “Settlement” means the terms and conditions set forth in this Stipulation  
18 of Settlement or Settlement Agreement.

19 40. “Settlement Administrator” means CPT Group, or any other third-party  
20 class action settlement administrator agreed to by the Parties and approved by the  
21 Court for the purposes of administering this Settlement.

22 **II. THE INSTANT ACTION**

23 41. Plaintiff Sandra Medina commenced this Lawsuit by filing, on August  
24 13, 2021, a complaint against Defendant in *Sandra Medina v. Evolve Mortgage*  
25 *Services, LLC*, Case No. 8:21-cv-01338 CJC (JDEx), in the United States District  
26 Court for the Central District of California, asserting a claim against Defendant for  
27 failure to pay overtime compensation in violation of the Fair Labor Standards Act  
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1 (“FLSA”) on behalf of a putative nationwide class of current and former employees,  
2 as well as putative class action claims against Defendant under California law for  
3 failure to pay overtime compensation; failure to pay proper meal period premiums;  
4 failure to provide accurate wage statements; waiting time penalties; and unfair  
5 competition. (ECF No. 1.) Plaintiff’s claims arise from Defendant’s alleged failure  
6 to include non-discretionary incentive pay in the regular rate for purposes of  
7 calculating overtime and meal period premiums. In connection with the Complaint,  
8 Plaintiff filed a Consent Form pursuant to the FLSA. (ECF No. 1-1.) On September  
9 21, 2021, Defendant timely filed its Answer to Plaintiff’s Complaint. (ECF No. 13.)  
10 Pursuant to the Parties’ stipulation and Order of the Court (ECF Nos. 17, 18.),  
11 Plaintiff filed a First Amended Complaint (“FAC”) on November 15, 2021, alleging  
12 the same claims and allegations asserted in the original Complaint and adding a claim  
13 for civil penalties under PAGA based on the alleged underlying California Labor  
14 Code violations. (ECF No. 19.) On November 19, 2021, Defendant timely filed its  
15 Answer to Plaintiff’s FAC. (ECF No. 20.)

16 42. With respect to all complaints filed in the Lawsuit, Plaintiff asserts her  
17 claims on behalf of herself and other purportedly similarly situated current and former  
18 employees of Defendant who worked as non-exempt employees and were eligible for  
19 commission or other non-discretionary incentive pay during the applicable statute of  
20 limitations period, either as a purported nationwide collective action pursuant to 29  
21 U.S.C. § 216(b) or purported class action pursuant to Fed. R. Civ. P. 23 for current  
22 and former employees who worked in California. This Stipulation of Settlement does  
23 *not* include a class action release under Fed. R. Civ. P. 23.

24 43. Defendant denies the allegations in the Complaint and First Amended  
25 Complaint and has asserted a number of affirmative defenses regarding the merits.  
26 Defendant expressly denies any and all charges of wrongdoing or liability arising out  
27 of any of the acts, omissions, facts, matters, transactions, or occurrences alleged, or  
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1 that could have been alleged, in the Action. Defendant contends that it has at all  
2 relevant times complied with applicable local, state, and federal laws relating to the  
3 payment of wages and provision of premium payments with respect to FLSA  
4 Collective Members. Because Defendant contends that it has complied with its  
5 obligations under federal and state laws, Defendant contends that Plaintiff's claims  
6 for unpaid wages, premiums, and related and derivative claims are meritless.  
7 Defendant also denies that the asserted claims are appropriate for collective action  
8 treatment, class treatment under Fed. R. Civ. P. 23, or PAGA representative action  
9 treatment, except pursuant to a settlement, due to the intractable management  
10 problems and issues of individualized proof (such as individualized issues regarding  
11 the amount of hours worked based on discrepancies between time records and  
12 computer activity data), that would have been associated with a collective action,  
13 class-wide trial, and/or PAGA representative action trial.

14 44. Collective Counsel has conducted an extensive investigation into the  
15 facts of the Action and the Plaintiff's and FLSA Collective Members' claims,  
16 including through informal discovery, informal disclosures between the Parties, and  
17 other investigations undertaken by counsel for Plaintiff. Furthermore, the Parties  
18 engaged in extensive negotiations and exchange of data, documents, and information  
19 in connection with the mediation. As a result, Collective Counsel has concluded that  
20 the Settlement Agreement is fair, reasonable, and adequate and is in the best interest  
21 of the FLSA Collective in light of all known facts and circumstances, including the  
22 likely damages, risk of significant delay, risk that the Action would not proceed on a  
23 collective or class action basis, defenses asserted by Defendant, and numerous  
24 potential appellate issues.

25 45. Defendant denies each and all of the claims in this Action. Nevertheless,  
26 Defendant has concluded that further conduct of the Action would be protracted and  
27 expensive. Defendant, therefore, has determined that it is desirable and beneficial  
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1 that the Action be settled in the manner and upon the terms and conditions set forth in  
2 the Settlement Agreement. Neither this Settlement Agreement, nor any document  
3 referred to or contemplated herein, nor any action taken to carry out this Settlement  
4 Agreement, is, may be construed as, or may be used as an admission, concession, or  
5 indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

6 **III. SETTLEMENT OF THE LAWSUIT AND ITS COMPONENTS**

7 46. Solely for Settlement purposes, Plaintiff agrees to seek, and Defendant  
8 consents to, certification by the Court of the FLSA Collective as a collective action  
9 pursuant to 29 U.S.C. § 216(b). Should, for whatever reason, the Court not grant  
10 Final Approval, the Parties' stipulation to collective certification as part of the  
11 Settlement shall become null and void *ab initio* and shall have no bearing on, and  
12 shall not be admissible in connection with, the issue of whether or not certification  
13 would be appropriate in a non-settlement context. Defendant expressly reserves its  
14 rights in this regard and declares that it intends to oppose collective and/or class  
15 certification vigorously should this Settlement not be granted Final Approval.

16 47. The Settlement in this Lawsuit shall have the following components: (1)  
17 the PAGA Payment; (2) the FLSA Settlement Fund, which will include Individual  
18 Settlement Payments to FLSA Collective Members who submit timely FLSA Opt-In  
19 Forms; (3) the Service Award; (4) the Fee and Expense Award; (5) the  
20 Administration Costs; (6) the Contingency Fund; and (7) the employer's share of  
21 Payroll Taxes. With the sole exception of the employer's share of Payroll Taxes, all  
22 of these components are included in, and shall be deducted from, the Gross  
23 Settlement Value.

24 a. PAGA Payment: The Gross Settlement Value includes a total of  
25 Four Thousand Dollars (\$4,000) to settle the PAGA Claims.

26 b. FLSA Settlement Fund: The Gross Settlement Value includes up  
27 to Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars  
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1 (\$383,750.00) to settle the claims of those FLSA Collective Members who submit  
2 timely FLSA Opt-In Forms. Evolve will not be responsible for, and will not be  
3 required to pay, any portion of the FLSA Settlement Fund that is allocated to FLSA  
4 Collective Members who do not submit timely FLSA Opt-In Forms.

5 c. Payroll Taxes: The Gross Settlement Value excludes the Payroll  
6 Taxes, which shall be paid by Defendant separate and apart from the Gross  
7 Settlement Value. The Payroll Taxes will be computed by the Settlement  
8 Administrator based on the amounts paid to the Claimants, in the manner set forth in  
9 Paragraph 53(e). The Settlement Administrator shall be responsible for making all  
10 necessary payments and government filings in connection with such payments.

11 d. Calculation Of The Individual Settlement Payments: The Parties  
12 shall have the authority and obligation to calculate the amounts of Individual  
13 Settlement Payments for each FLSA Collective Member in accordance with the  
14 methodology set forth in this Stipulation of Settlement and orders of the Court.  
15 Defendant contends that the claims for relief in the Lawsuit are extremely difficult to  
16 determine with any certainty for any given year, or at all, and are subject to myriad  
17 differing calculations and formulas. The Parties agree that the formula for allocating  
18 the Individual Settlement Payments to Claimants provided herein is reasonable and  
19 that the payments provided herein are designed to provide a fair settlement to such  
20 persons.

21 It shall be the responsibility of the Settlement Administrator to timely and  
22 properly withhold from the Individual Settlement Payments payable to Claimants all  
23 applicable payroll and employment taxes, and to prepare and deliver the necessary tax  
24 documentation and, thereafter, to cause the appropriate deposits of withholding taxes  
25 and informational and other tax return filing to occur. Each Claimant's share of all  
26 applicable payroll and employment taxes withheld and deposited with the applicable  
27 governmental authorities in accordance with this Stipulation of Settlement shall be a  
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1 part of, and paid out of, the Individual Settlement Payment to each Claimant. Each  
2 Claimant will be responsible for their individual state, local, and federal income tax  
3 liability on all amounts the Claimant receives pursuant to this Stipulation of  
4 Settlement.

5 The Parties have agreed that the Individual Settlement Payments will be  
6 calculated based on Defendant's payroll data, which was provided to Collective  
7 Counsel during these negotiations. Collective Counsel, with assistance from  
8 Defendant's Counsel, has calculated each FLSA Collective Member's potential  
9 damages for each pay period in the relevant statute of limitations. Collective Counsel  
10 calculated potential overtime damages by dividing non-discretionary incentive pay by  
11 the total number of hours worked in each pay period, multiplying that hourly rate by  
12 0.5, and then multiplying that overtime rate by the number of overtime hours worked  
13 in the pay period. To achieve an equitable allocation of settlement funds, overtime  
14 claims were given a 100% weighting, with approximately 5% additional weighting to  
15 account for potential liquidated damages. Collective Counsel also calculated  
16 potential PAGA penalties, meal period premiums, waiting time penalties, and wage  
17 statement penalties per the Labor Code and PAGA for FLSA Collective Members  
18 who worked in California. Based on evaluation of the reasonable likelihood of  
19 success on the various claims, for Collective Members who worked in California,  
20 California meal period premiums were weighted at approximately 10%; waiting time  
21 and wage statement penalties were weighted at approximately 10% each; and PAGA  
22 penalties were weighted at approximately 5%. These numbers are all approximate  
23 and may fluctuate as counsel finalizes the allocation.

24 The Parties further agree to request that the Settlement Administrator agrees to  
25 indemnify Defendant for any security breach it suffers or causes relating to the  
26 personal information of Defendant's employees contained in any of the data that  
27 Defendant provides to the administrator for purposes of settlement administration.

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1 e. Characterization Of And Taxes On Individual Settlement

2 Payments: The Individual Settlement Payments for the Claimants who worked in  
3 California will be allocated as follows: Thirty-three percent (33%) to settlement of  
4 wage claims, which will be subject to required payroll tax withholdings; and sixty-  
5 seven percent (67%) to settlement of claims for penalties and interest, which will be  
6 paid without withholding any amount. The portion allocated to wages shall be  
7 reported on an IRS Form W-2, and the portion allocated to penalties and interest shall  
8 be reported on an IRS Form 1099.

9 PAGA payments to PAGA Members will be treated as 1099 statutory penalties.

10 The Individual Settlement Payments for the Claimants in the FLSA Collective  
11 will be allocated as follows: Fifty percent (50%) to settlement of wage claims, which  
12 will be subject to required payroll tax withholdings; and fifty percent (50%) to  
13 settlement of claims for liquidated damages, interest, and/or statutory penalties, which  
14 will be paid without withholding any amount. The portion allocated to wages shall be  
15 reported on an IRS Form W-2, and the portion allocated to liquidated damages,  
16 interest, and statutory penalties shall be reported on an IRS Form 1099.

17 f. Allocation Of Unclaimed Funds: Defendant will not be  
18 responsible for, and will not be required to pay, any portion of the FLSA Settlement  
19 Fund that is allocated to FLSA Collective Members who do not timely submit an  
20 FLSA Opt-In Form.

21 g. Service Award: Defendant agrees not to challenge Collective  
22 Counsel's request for a Service Award to Plaintiff. The Service Award will be paid  
23 in addition to Plaintiff's Individual Settlement Payment. Should the Service Award  
24 approved by the Court be less than the amount sought, the difference shall be  
25 distributed, *pro rata*, prior to the allocations to the Claimants. An IRS Form 1099  
26 will be issued to Plaintiff in connection with the Service Award. In the event that the  
27 Court reduces or does not approve the requested Service Award, Plaintiff and  
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1 Collective Counsel shall not have the right to revoke the Settlement, and it shall  
2 remain binding.

3 h. Collective Counsel's Fees And Costs: Collective Counsel may  
4 seek approval of up to twenty-five percent (25%) of the Gross Settlement Value in  
5 attorneys' fees, plus litigation costs. Should the Fee and Expense Award approved by  
6 the Court be less than the amount sought, the difference shall be distributed, *pro rata*,  
7 prior to distribution of settlement funds to Claimants. Any attorneys' fees attributable  
8 to members of the FLSA Collective who do not opt-in shall be allocated, *pro rata*, to  
9 Claimants, with 25% of that amount allocated to Collective Counsel as fees. This  
10 reallocation is subject to Court approval at the final settlement approval hearing, and  
11 is meant to ensure that Collective Counsel's fees do not exceed 25% of the amount  
12 actually paid by Defendant in connection with in the settlement. Form 1099s will be  
13 issued to Collective Counsel. Payment of the Fee and Expense Award to Collective  
14 Counsel shall constitute full satisfaction of any obligation to pay any amounts to any  
15 person, attorney, or law firm for attorneys' fees, expenses, or costs in the Lawsuit  
16 incurred by any attorney on behalf of Plaintiff or the Collective, and shall relieve  
17 Defendant and Defendant's Counsel of any other claims or liability to any other  
18 attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of  
19 them may claim to be entitled on behalf of Plaintiff and/or the Collective. Upon  
20 receipt of the Fee and Expense Award, Collective Counsel, Plaintiff, and the FLSA  
21 Collective will be deemed to have released Defendant from any and all claims for  
22 fees and costs resulting from the Lawsuit. In the event that the Court reduces or does  
23 not approve the requested Fee and Expense Award, Plaintiff and Collective Counsel  
24 shall not have the right to revoke the Settlement, and the Settlement will remain  
25 binding.

26 **IV. RELEASE BY FLSA COLLECTIVE MEMBERS WHO WORKED IN**  
27 **CALIFORNIA**

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1           48. As of the Payment Obligation and Release Date, the FLSA Collective  
2 Members who worked in California and who return a Consent Form to become  
3 Claimants in the Settlement will be deemed to have, and by operation of the Final  
4 Approval Order and Judgment, will have, expressly waived and released the Released  
5 Parties of the California Released Claims and the FLSA Release Claims to the fullest  
6 extent permitted by the law. The settlement checks issued shall include an explicit  
7 endorsement on the back with language as follows: “By cashing, depositing, or  
8 otherwise negotiating this check, I consent and opt-in to become a plaintiff for  
9 settlement purposes, and understand that I am bound by the release of claims  
10 contained in the Settlement Agreement and Release approved by the United States  
11 District Court for the Central District of California, in the lawsuit titled *Medina v.*  
12 *Evolve Mortgage Services, LLC*, Case No. 8:21-cv-01338-CJC-JDE.”  
13 The Individual Settlement Payments shall be paid to FLSA Member Claimants who  
14 worked in California specifically in exchange for the release of the Released Parties  
15 from the California Released Claims and the FLSA Collective Released Claims.

16 **V. RELEASE BY THE FLSA COLLECTIVE**

17           49. As of the Payment Obligation and Release Date, the FLSA Collective  
18 Members who submit a timely and valid FLSA Opt-In Form will fully release the  
19 FLSA Collective Released Claims. The settlement checks issued shall include an  
20 explicit endorsement on the back with language as follows: “By cashing, depositing,  
21 or otherwise negotiating this check, I consent and opt-in to become a plaintiff for  
22 settlement purposes, and understand that I am bound by the release of claims  
23 contained in the Settlement Agreement and Release approved by the United States  
24 District Court for the Central District of California, in the lawsuit titled *Medina v.*  
25 *Evolve Mortgage Services, LLC*, Case No. 8:21-cv-01338-CJC-JDE.” The Individual  
26 Settlement Payments shall be paid to FLSA Collective Members who submit a timely  
27 and valid FLSA Opt-In Form specifically in exchange for the release of the Released  
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1 Parties from the FLSA Collective Released Claims.

2 **VI. RELEASE AS TO ALL PAGA MEMBERS**

3 50. As of the Payment Obligation and Release Date, Plaintiff, on her own  
4 behalf and on behalf of the State of California and all PAGA Members will fully  
5 release the Released Parties from the Released PAGA Claims, whether known or  
6 unknown.

7 **VII. RELEASE OF ADDITIONAL CLAIMS & RIGHTS BY PLAINTIFFS**

8 51. General Release By Plaintiff. As of the Payment Obligation and  
9 Release Date, in consideration of the consideration set forth in this Settlement  
10 Agreement, and the mutual covenants and promises set forth herein, Plaintiff, for  
11 herself and her heirs, successors, and assigns, waives, releases, acquits, and forever  
12 discharges the Released Parties from any and all claims, actions, charges,  
13 complaints, grievances, and causes of action, to the extent permitted by law, of  
14 whatever nature, whether known or unknown, that exist or may exist on Plaintiff's  
15 behalf as of the date of full execution of this Settlement Agreement (*i.e.*, the date that  
16 this Settlement Agreement is signed by all of the signatories hereto), including, but  
17 not limited to, any and all tort claims, contract claims, wage claims, wrongful  
18 termination claims, disability claims, benefit claims, public policy claims, retaliation  
19 claims, statutory claims, personal injury claims, emotional distress claims, invasion  
20 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any  
21 and all claims arising under any federal, state, local, or other governmental statute,  
22 law, regulation, or ordinance, including, but not limited to, claims for violation of the  
23 Fair Labor Standards Act, the California Labor Code, the Wage Orders of  
24 California's Industrial Welfare Commission, other federal or state wage-and-hour  
25 laws, the Americans with Disabilities Act, the Age Discrimination in Employment  
26 Act ("ADEA"), the Employee Retirement Income Security Act, Title VII of the Civil  
27 Rights Act of 1964, the California Fair Employment and Housing Act, the California

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1 Family Rights Act, the Family Medical Leave Act, California’s Whistleblower  
2 Protection Act, California Business & Professions Code section 17200 *et seq.*, and  
3 any and all claims arising under any federal, state, local, or other governmental  
4 statute, law, regulation, or ordinance.

5 Plaintiff hereby further expressly waives and relinquish any and all claims,  
6 rights, or benefits that she may have under California Civil Code section 1542, which  
7 section provides as follows: “***A general release does not extend to claims that the***  
8 ***creditor or releasing party does not know or suspect to exist in his or her favor at***  
9 ***the time of executing the release and that, if known by him or her, would have***  
10 ***materially affected his or her settlement with the debtor or released party.***”

11 Plaintiff may hereafter discover claims or facts in addition to, or different from, those  
12 which she now knows or believes to exist, but she expressly agrees to fully and  
13 finally settle and release any and all claims against the Released Parties, known or  
14 unknown, suspected or unsuspected, that exist or may exist on behalf of, or against,  
15 the other at the time of full execution of this Settlement Agreement (*i.e.*, the date that  
16 this Settlement Agreement is signed by all of the signatories hereto), including, but  
17 not limited to, any and all claims relating to, or arising from, Plaintiff’s employment  
18 with Defendant. It is Plaintiff’s intention to settle fully and release all of the claims  
19 she now has or may have against the Released Parties, whether known or unknown,  
20 suspected or unsuspected, through the date of full execution of this Settlement  
21 Agreement (*i.e.*, the date that this Settlement Agreement is signed by all of the  
22 signatories hereto). Plaintiff further covenants not to sue any of the Released Parties  
23 for any claims covered by this general release. The Parties further acknowledge,  
24 understand, and agree that this representation and commitment are essential to the  
25 Settlement Agreement and that this Settlement Agreement would not have been  
26 entered were it not for this representation and commitment.

27 Plaintiff understands that this Settlement Agreement does not prevent her from  
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1 filing a charge with or testifying, assisting, or otherwise participating in any manner  
2 in any investigation, hearing, or proceeding conducted by the EEOC, a Fair  
3 Employment Practices Agency (“FEPA”), or any federal, state, or local government  
4 agency, but Plaintiff gives up all rights to recover or receive damages, money,  
5 personal injunctive relief, or other personal benefits as a result of such charge,  
6 investigation, hearing, or proceeding.

7 52. ADEA Waiver By Plaintiff. Without limiting the scope of this  
8 Settlement Agreement, Plaintiff agrees that this Settlement Agreement constitutes a  
9 knowing and voluntary waiver of any and all rights or claims that exist or that  
10 Plaintiff may claim to have under the ADEA, as amended by the Older Workers’  
11 Benefit Protection Act of 1990 (29 U.S.C. § 621 *et seq.*). Plaintiff acknowledges all  
12 of the following:

- 13 a. The consideration provided pursuant to this Settlement  
14 Agreement is in addition to any consideration that Plaintiff would otherwise be  
15 entitled to receive;
- 16 b. Plaintiff has been and is advised in writing to consult with an  
17 attorney prior to signing this Settlement Agreement;
- 18 c. Plaintiff has been provided a full and ample opportunity to study  
19 this Settlement Agreement, including a period of at least twenty-one (21) calendar  
20 days within which to consider it;
- 21 d. To the extent that Plaintiff takes fewer than twenty-one (21)  
22 calendar days to consider this Settlement Agreement prior to signing it, Plaintiff  
23 acknowledges that she had sufficient time to consider this Settlement Agreement  
24 with legal counsel and that she expressly, voluntarily, and knowingly waives the full  
25 twenty-one (21) calendar-day period;
- 26 e. Plaintiff agrees that any changes made to the Settlement  
27 Agreement during the twenty-one (21) calendar-day period (whether material or  
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1 immaterial) do not restart the running of the twenty-one (21) calendar-day period;  
2 and

3 f. Plaintiff is aware of her right to revoke this waiver of claims  
4 under the ADEA any time within the seven (7) calendar-day period following the  
5 date of full execution of this Settlement Agreement (*i.e.*, the date that this Settlement  
6 Agreement is signed by all of the signatories hereto) and that the waiver of claims  
7 under the ADEA shall not become effective or enforceable until the seven (7)  
8 calendar-day revocation-period expires. Notwithstanding Plaintiff's right to revoke  
9 the waiver of claims under the ADEA, the remainder of the terms of this Settlement  
10 Agreement shall become effective and enforceable as of the date of full execution of  
11 this Settlement Agreement (*i.e.*, the date that this Settlement Agreement is signed by  
12 all of the signatories hereto).

13 g. To be effective, timely notice of revocation of the waiver of  
14 ADEA claims must be made in writing and delivered to Defendant through their  
15 counsel, David Szwarczstejn, Esq., at Ogletree Deakins Nash Smoak & Stewart,  
16 P.C., 400 South Hope Street, Los Angeles, California 90071;  
17 david.szwarczstejn@ogletree.com, no later than the seventh (7th) calendar day after  
18 the date of full execution of this Settlement Agreement (*i.e.*, the date that this  
19 Settlement Agreement is signed by all of the signatories hereto). Plaintiff agrees to  
20 keep written documentation proving that Plaintiff revoked this Settlement Agreement  
21 as provided in this paragraph, for example, by keeping the documents attesting to the  
22 delivery of the revocation.

23 **VIII. PRELIMINARY APPROVAL**

24 53. Plaintiff will request that the Court set a hearing as soon as possible to  
25 consider preliminary approval of the Settlement. In conjunction with such hearing,  
26 Collective Counsel shall submit this Stipulation of Settlement, together with the  
27 exhibits attached hereto, and any other documents necessary to implement the  
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1 Settlement.

2 54. Upon full execution of this Settlement Agreement, Collective Counsel  
3 will draft and file an unopposed motion for preliminary approval of a collective and  
4 representative action settlement within thirty (30) calendar days, and will share their  
5 draft for comments by Defendant's Counsel at least seven (7) business days before  
6 filing.

7 **IX. NOTICE AND CLAIM PROCESS**

8 55. Settlement Administrator. By accepting the role as Settlement  
9 Administrator, the Settlement Administrator is bound to all of the terms, conditions,  
10 and obligations described in this Settlement Agreement. Among other things, the  
11 Settlement Administrator shall have sole and exclusive responsibility for: (a) printing  
12 and mailing the FLSA Notice Packets to the FLSA Collective Members as directed  
13 by the Court; (b) delivering the FLSA Notice Packets to FLSA Collective Members  
14 via email, as directed by the Court; (c) setting up a toll-free number for the purpose of  
15 handling inquiries from FLSA Collective Members concerning the FLSA Notice  
16 Packets; (d) receiving and reporting the FLSA Opt-In Forms; (e) deducting all legally  
17 required taxes from Individual Settlement Payments; (f) processing and mailing the  
18 Individual Settlement Payments and any reminder postcards regarding uncashed  
19 checks, the Service Award, the Fee and Expense Award (via wire transfer), and the  
20 PAGA Payment; (g) distributing tax forms; (h) processing and mailing tax payments  
21 to the appropriate state and federal taxing authorities; (i) providing declaration(s) as  
22 necessary in support of preliminary and/or final approval of this Settlement; and  
23 (j) other tasks as the Parties mutually agree or the Court orders the Settlement  
24 Administrator to perform. The Settlement Administrator shall also be responsible for  
25 establishing a website (the address to which will be provided on the Notice) where  
26 FLSA Collective Members may review conformed copies of the Complaint, Answer,  
27 Stipulation of Settlement; sample California and FLSA Notice Packets; and any and  
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1 all moving papers submitted in support of or in conjunction with the Parties' efforts to  
2 obtain preliminary and final Court approval. The website shall also allow members  
3 of the FLSA Collective to complete an FLSA Opt-in Form online. The Settlement  
4 Administrator shall remove the website no later than the earlier of (i) thirty (30)  
5 calendar days after the final act performed by the Settlement Administrator in  
6 connection with the Settlement, or (ii) the date on which the Settlement Administrator  
7 is released by the Court.

8         56. Within ten (10) calendar days after entry of the order granting  
9 Preliminary Approval, Defendant shall provide to the Settlement Administrator a list  
10 of all FLSA Collective Members, including their name, social security number,  
11 current or last known mailing address, personal email address (if available), and  
12 employee identification number. Collective Counsel shall provide Defendant and the  
13 Settlement Administrator with an allocation that identifies FLSA Collective Members  
14 by employee identification number. This FLSA Collective information is  
15 confidential and shall not be disclosed to anyone other than the Settlement  
16 Administrator, except that if any FLSA Collective Member contacts Collective  
17 Counsel (either directly or as referred by the Settlement Administrator) with  
18 questions about the settlement, the Settlement Administrator shall be authorized to  
19 disclose the FLSA Collective Member's information to Counsel so Counsel can  
20 respond. The information Defendant provides shall be based on Defendant's payroll  
21 and other business records, and shall be in a format readily accessible to Defendant.

22         57. Within seven (7) calendar days after receipt of the FLSA Collective  
23 information from Defendant and Counsel, the Settlement Administrator shall send the  
24 FLSA Notice Packets via first class mail and email to all applicable FLSA Collective  
25 Members. Prior to the initial mailing, the Settlement Administrator will check the  
26 addresses provided by Defendant through the National Change of Address System.

27         58. If an original FLSA Notice Packet is returned as undeliverable with a  
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1 forwarding address provided by the United States Postal Service, the Settlement  
2 Administrator will promptly resend the FLSA Notice Packet to that forwarding  
3 address, along with, if applicable, a brief letter stating that the recipient of the FLSA  
4 Notice Packet has until the original deadline set forth on the FLSA Collective Action  
5 Notice or seven (7) days after the re-mailing of the FLSA Notice Packet (whichever is  
6 later) to submit a FLSA Opt-In Form. If an original FLSA Notice Packet is returned  
7 as undeliverable without a forwarding address, the Settlement Administrator will  
8 make reasonable efforts to locate forwarding addresses, including a skip trace, and if  
9 it obtains a more recent address, will resend a FLSA Notice Packet, along with a brief  
10 letter stating that the recipient of the FLSA Notice Packet has until the original  
11 deadline set forth on the Notice or seven (7) days after the re-mailing of the FLSA  
12 Notice Packet (whichever is later) to submit a FLSA Opt-In Form.

13 59. The Settlement Administrator shall provide copies of its updated list of  
14 FLSA Collective Members who have timely opted in the Settlement to Collective  
15 Counsel and Defendant's Counsel on a weekly basis. No later than fourteen (14) days  
16 after the Notice Period ends, Collective Counsel shall file with the Court the FLSA  
17 Opt-In Forms returned by FLSA Collective Members, after being provided copies of  
18 the same by the Settlement Administrator.

19 60. At least seven (7) calendar days prior to the final approval hearing, the  
20 Settlement Administrator will provide a declaration of due diligence and proof of  
21 mailing with regard to the mailing of the California and FLSA Notice Packets to  
22 counsel for all Parties.

23 61. If the Settlement Administrator receives an FLSA Opt-In Form on or  
24 before the Opt-In Deadline but it is unsigned by the FLSA Collective Member, then  
25 within five (5) calendar days of its receipt of the defective form, the Settlement  
26 Administrator shall, after retaining a copy of the defective form, email and mail the  
27 defective form back to the FLSA Collective Member with instructions on how to cure  
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1 the defect and instructions that the corrected form must be received by the Settlement  
2 Administrator by the original deadline set forth on the FLSA Collective Action  
3 Notice or seven (7) days after the mailing of the defective form (whichever is later).  
4 If the FLSA Collective Member's Opt-In Form remains defective after this  
5 opportunity to cure, Collective Counsel shall submit the defective form with the  
6 motion for final approval to allow the Court to determine whether the form should be  
7 accepted.

8         62. To the extent a Claimant disputes the dates of employment shown in his  
9 or her FLSA Collective Form, the Claimant may produce evidence to the Settlement  
10 Administrator establishing the dates he or she contends to have worked for Defendant  
11 as an FLSA Collective Member. Defendant's records will be presumed  
12 determinative. The Settlement Administrator shall notify counsel for the Parties of  
13 any disputes. Defendant shall review its records and provide further information to  
14 the Settlement Administrator, as necessary. The Settlement Administrator shall  
15 resolve any disputes and notify counsel for the Parties of its decision.

16         63. The Settlement Administrator's determination of eligibility for any  
17 Individual Settlement Payments under the terms of this Stipulation of Settlement shall  
18 be conclusive, final, and binding on all Parties and all FLSA Collective Members, so  
19 long as the Settlement Administrator has first consulted with the Parties regarding any  
20 disputes or questions as to eligibility.

21         64. Opt-Ins By FLSA Collective Members. FLSA Collective Members must  
22 mail, email, complete online, or otherwise deliver a completed FLSA Opt-In Form, as  
23 applicable, to the Settlement Administrator by the Opt-In Deadline, or seven (7) days  
24 after the re-mailing of the FLSA Notice Packet to that FLSA Collective Member (if  
25 applicable), whichever is later. The timeliness of submitted FLSA Opt-In Forms will  
26 be determined by a valid postmark. In the event that the postmark is illegible or  
27 missing, the FLSA Opt-In Form shall be deemed timely if it is received within five  
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1 (5) days after the Opt-In Deadline. Within seven (7) days after the expiration of the  
2 Opt-In Deadline, or seven (7) days after the re-mailing of the FLSA Notice Packet to  
3 that FLSA Collective Member (if applicable), whichever is later, the Settlement  
4 Administrator shall, after making a copy, transmit all originals of the FLSA Opt-In  
5 Forms to Collective Counsel. Collective Counsel will file with the Court all FLSA  
6 Opt-In Forms received from the Settlement Administrator within ten (10) court days  
7 after receipt of the FLSA Opt-In Forms from the Settlement Administrator. Should  
8 the Settlement Agreement not receive Final Approval such consents will be deemed  
9 immediately cancelled *ab initio*, as if they were never executed or filed.

10 65. Defendant will provide the Settlement Administrator with sufficient  
11 funds to make all payments due to Plaintiff, Collective Counsel, the LWDA, the  
12 Settlement Administrator, and the Claimants, plus any owed Payroll Taxes as soon as  
13 practicable, but no later than thirty (30) calendar days after the Payment Obligation  
14 and Release Date. The Settlement Administrator will mail or wire all required  
15 payments no later than ten (10) calendar days after receipt of the funds from  
16 Defendant.

17 66. Claimants will receive a reminder postcard if they have not cashed their  
18 settlement checks within thirty (30) calendar days after issuance and a second  
19 reminder postcard if they still have not cashed their settlement checks within ninety  
20 (90) calendar days after issuance. If a Claimant's check is returned to the Settlement  
21 Administrator, the Settlement Administrator will make all reasonable efforts to re-  
22 mail it to the Claimant at his or her correct address. In the event that a check remains  
23 uncashed after one hundred eighty (180) calendar days, the amount represented by the  
24 check shall be considered unclaimed, the check shall be voided, and such amount  
25 shall be tendered to Bet Tzedek as *cy pres* recipient; however, in such event, the  
26 release of claims will still remain effective. Upon completion of administration of the  
27 Settlement, the Settlement Administrator shall provide written certification of such  
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1 completion to the Court, Collective Counsel, and Defendant's Counsel.

2 67. Following the conclusion of the 180-day period after issuance of  
3 settlement checks to Claimants, Defendant will file with the Court copies of the backs  
4 of all negotiated checks, along with the names of the Claimants to whom the checks  
5 were issued, or in the alternative a list of all individuals whose checks were  
6 negotiated, along with a declaration of the Settlement Administrator affirming the list.  
7 All reasonable efforts will be taken by Defendant to make the filing under seal, and  
8 any and all sensitive information will be redacted.

9 68. No person shall have any claim against Defendant, Defendant's Counsel,  
10 Plaintiff, the FLSA Collective, Collective Counsel, or the Settlement Administrator  
11 based on mailings, distributions, and payments made in accordance with this  
12 Stipulation of Settlement.

13 **X. MOTION FOR FINAL APPROVAL**

14 69. Plaintiff shall timely file the motion for final approval and request entry  
15 of the Final Approval Order and Judgment. Three (3) business days prior to filing the  
16 motion for final approval of the Settlement, Collective Counsel shall provide a draft  
17 of the motion to Defendant's Counsel for review.

18 **XI. ADDITIONAL TERMS**

19 70. No Effect On Employee Benefits. The Individual Settlement Payments  
20 and the Service Award shall not have any effect on the eligibility for, or calculation  
21 of, any employee benefits (e.g., vacation, retirement plans, etc.) of FLSA Collective  
22 Members or Plaintiff. No benefit, including but not limited to 401K benefits, shall  
23 increase or accrue as a result of any payment made as a result of this Settlement.

24 71. Non-Publicity. Unless otherwise permitted or required by this  
25 Settlement Agreement, Plaintiff and Collective Counsel agree not issue a press  
26 release or publicize the Settlement on Collective Counsel's website prior to the end of  
27 the California Notice Period.

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1           72.    Voiding The Agreement.

2           If the Court does not approve either preliminarily or finally (with prejudice)  
3 any material term or condition of the Settlement Agreement, or if the Court effects a  
4 material change, then this entire Settlement and the Settlement Agreement will be  
5 voidable and unenforceable, subject to the Parties' agreement to the contrary, and the  
6 costs of administration shall be paid entirely and exclusively by Defendant. A  
7 material change will not include the reallocation of funds, the creation of sub-classes,  
8 or a reduction in either the Service Awards or the Fee and Expense Award. In such a  
9 case, this Settlement and the Stipulation of Settlement shall be null and void *ab initio*  
10 and any order or judgment entered by the Court in furtherance of this Settlement shall  
11 be treated as withdrawn or vacated by stipulation of the Parties. In such event, FLSA  
12 Collective Members and Defendant shall be returned to their respective statuses as of  
13 the date immediately prior to the execution of this Stipulation of Settlement.

14           In the event an appeal is filed from the Final Approval Order and Judgment, or  
15 any other appellate review is sought prior to the Payment Obligation and Release  
16 Date, administration of the Settlement shall be stayed pending final resolution of the  
17 appeal or other appellate review.

18           73.    Parties' Authority. The signatories hereto represent that they are fully  
19 authorized to enter into this Stipulation of Settlement and bind the Parties to the terms  
20 and conditions hereof.

21           74.    Mutual Full Cooperation. The Parties and their respective counsel agree  
22 to fully cooperate with each other to accomplish the terms of this Stipulation of  
23 Settlement, including, but not limited to, executing such documents and taking such  
24 other action as may reasonably be necessary to implement the terms of this  
25 Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their  
26 best efforts, including all efforts contemplated by this Stipulation of Settlement and  
27 any other efforts that may become necessary by order of the Court, or otherwise, to  
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1 effectuate this Stipulation of Settlement and the terms set forth herein. In the event  
2 the Parties are unable to reach agreement on the form or content of any document  
3 needed to implement the Settlement, or on any supplemental provisions or actions  
4 that may become necessary to effectuate the terms of this Stipulation of Settlement,  
5 the Parties shall seek the assistance of the Court or the Mediator to resolve such  
6 disagreement.

7       75. Advice Of Counsel. The Parties to this Settlement Agreement are  
8 represented by competent counsel, and they have had an opportunity to consult with  
9 counsel prior to its execution. The Parties and their counsel are not giving any tax  
10 advice in connection with the Settlement or any payments to be made pursuant to the  
11 Settlement Agreement. Defendant and each Claimant shall be solely responsible for  
12 their own individual state, local, and federal income tax liability on all amounts paid  
13 or received pursuant to this Stipulation of Settlement. Neither Collective Counsel  
14 nor Defendant’s Counsel intend anything contained in this Settlement Agreement to  
15 constitute legal advice regarding the taxability of any amount paid hereunder, nor  
16 shall anything in this Settlement Agreement be relied upon as such.

17       76. Circular 230 Disclaimer. Each party to this Settlement Agreement  
18 including the FLSA Collective Members (for purposes of this section, the  
19 “acknowledging party” and each party to this Agreement other than the  
20 acknowledging party, an “other party”) acknowledges and agrees that: (1) no  
21 provision of this Settlement Agreement, and no written communication or disclosure  
22 between or among the Parties or their attorneys and other advisers, is or was intended  
23 to be, nor shall any such communication or disclosure constitute or be construed or  
24 be relied upon as, tax advice within the meaning of United States Treasury  
25 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party  
26 (a) has relied exclusively upon his, her, or its own independent legal and tax counsel  
27 for advice (including tax advice) in connection with this Agreement; (b) has not  
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1 entered into this Settlement Agreement based upon the recommendation of any other  
2 party or any attorney or advisor to any other party; and (c) is not entitled to rely upon  
3 any communication or disclosure by any attorney or advisor to any other party to  
4 avoid any tax penalty that may be imposed on the acknowledging party; and (3) no  
5 attorney or advisor to any other party has imposed any limitation that protects the  
6 confidentiality of any such attorney's or adviser's tax strategies (regardless of  
7 whether such limitation is legally binding) upon disclosure by the acknowledging  
8 party of the tax treatment or tax structure of any transaction, including any  
9 transaction contemplated by this Agreement.

10       77. No Prior Assignments. The Parties hereto represent, covenant, and  
11 warrant that they have not directly or indirectly assigned, transferred, encumbered, or  
12 purported to assign, transfer, or encumber to any person or entity any portion of any  
13 liability, claim, demand, action, cause of action, or rights released and discharged by  
14 this Stipulation of Settlement.

15       78. No Admission. Nothing contained herein, nor the consummation of this  
16 Stipulation of Settlement, is to be construed or deemed an admission of liability,  
17 culpability, negligence, or wrongdoing on the part of Defendant or any of the other  
18 Released Parties. Each of the Parties hereto has entered into this Stipulation of  
19 Settlement with the intention of avoiding further disputes and litigation with the  
20 attendant risk, inconvenience, and expense. This Stipulation of Settlement is a  
21 settlement document and shall, pursuant to California Evidence Code section 1152,  
22 Federal Rule of Evidence 408, and/or any other similar law, be inadmissible as  
23 evidence in any proceeding, except an action or proceeding to approve the settlement  
24 and/or interpret or enforce this Stipulation of Settlement.

25       79. Construction. The Parties hereto agree that the terms and conditions of  
26 this Stipulation of Settlement are the result of lengthy, intensive arms' length  
27 negotiations between the Parties and that this Stipulation of Settlement shall not be  
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1 construed in favor of or against any of the Parties by reason of the extent to which any  
2 Party or her or its counsel participated in the drafting of this Stipulation of Settlement.

3 80. Jurisdiction Of The Court. Except for those matters to be resolved by  
4 the Mediator or the Settlement Administrator as expressly stated herein, any dispute  
5 regarding the interpretation or validity of or otherwise arising out of this Stipulation  
6 of Settlement, or relating to the Lawsuit or the Released Claims, shall be subject to  
7 the exclusive jurisdiction of the Court, and the Plaintiff, FLSA Collective Members,  
8 and Defendant agree to submit to the personal and exclusive jurisdiction of the Court  
9 for such purpose. The Court shall retain jurisdiction solely with respect to the  
10 interpretation, implementation, and enforcement of the terms of this Stipulation of  
11 Settlement and all orders and judgments entered in connection therewith, and the  
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
13 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation  
14 of Settlement and all orders and judgments entered in connection therewith.

15 81. Governing Law. All terms of this Stipulation of Settlement and the  
16 exhibits hereto shall be governed by and interpreted according to the laws of the State  
17 of California, regardless of its conflict of laws.

18 82. Invalidity Of Any Provision. The Parties request that before declaring  
19 any provision of this Stipulation of Settlement invalid, the Court shall first attempt to  
20 construe all provisions valid to the fullest extent possible consistent with applicable  
21 precedents.

22 83. Headings. The headings contained herein are inserted as a matter of  
23 convenience and for reference, and in no way define, limit, extend, or describe the  
24 scope of this Stipulation of Settlement or any provision hereof.

25 84. Exhibits. The terms of this Stipulation of Settlement include the terms  
26 set forth herein and the attached Exhibits 1 through 3, which are incorporated by this  
27 reference as though fully set forth herein. Any exhibits to this Stipulation of  
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1 Settlement are an integral part of the Settlement.

2 85. Amendment Or Modification. This Stipulation of Settlement may be  
3 amended or modified only by a written instrument signed by counsel for all Parties or  
4 their successors-in-interest.

5 86. Entire Agreement. This Stipulation of Settlement, including Exhibits 1  
6 through 3 attached hereto, contains the entire agreement between Plaintiff and  
7 Defendant relating to the Settlement and transactions contemplated hereby, and all  
8 prior or contemporaneous agreements, understandings, representations, and  
9 statements, whether oral or written and whether by a party or such party's legal  
10 counsel, are superseded. No rights hereunder may be waived except in writing.

11 87. Binding On Assigns. This Stipulation of Settlement shall be binding  
12 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees,  
13 executors, administrators, successors, and assigns.

14 88. No Solicitation. Collective Counsel shall not take any actions to solicit  
15 individuals to participate in the Action and shall not advertise in any medium seeking  
16 to solicit participation herein. Further, Defendant, Defendant's Counsel, Plaintiff,  
17 and Collective Counsel agree not to take any action or make any statements to  
18 encourage any FLSA Collective Members to opt out of and/or object to the  
19 Settlement, except as would be required by counsel's respective ethical obligations.  
20 Defendant, Defendant's Counsel, Plaintiff, and Collective Counsel agree not to make  
21 any affirmative outreach efforts regarding participation in the Settlement. Evolve  
22 agrees not make any separate communications to the FLSA Collective Members  
23 regarding the Settlement.

24 89. Interim Stay Of Proceedings. The Parties agree to hold in abeyance all  
25 proceedings in the Lawsuit, except such proceedings necessary to implement and  
26 complete the Settlement, pending the final approval hearing to be conducted by the  
27 Court.

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