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11 **FAIRWAY INDEPENDENT MORTGAGE**
12 **CORPORATION**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

15 SUSANA VALDEZ, on behalf of herself,
16 and all other similarly situated,

17 Plaintiff,

18 v.

19 FAIRWAY INDEPENDENT
20 MORTGAGE CORPORATION; and
21 DOES 1 through 20 inclusive,

22 Defendants.

CASE NO. 37-2018-00053677-CU-OE-CTL

*Assigned for All Purposes to the
Hon. Kenneth J. Medel, Dept. C-66*

SETTLEMENT AGREEMENT

23 **SETTLEMENT AGREEMENT AND RELEASE**

24 This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into
25 by and between SUSANA VALDEZ ("Valdez" or "Plaintiff"), individually and as a representative
26 of the Class (as defined below), and FAIRWAY INDEPENDENT MORTGAGE CORPORATION
27 ("Fairway") subject to the terms and conditions set forth below and subject to preliminary and final
28 approval of the Court. The term "Parties" or "Party" shall refer to the Plaintiff and Fairway, as
appropriate. This Agreement supersedes any and all prior memoranda of understanding and is
intended by the Parties to fully, finally, and forever, resolve, discharge, and settle the Released
Claims (as defined below), subject to the terms and conditions hereof.

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NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the Parties that the Actions (as defined below) shall be settled, subject to the approval of the Court, pursuant to the following terms and conditions:

1. DEFINITIONS

As used herein, for the purpose of this Agreement only, the following terms shall be defined as follows:

1.1 The “Actions” mean the putative class action lawsuits captioned above, entitled *Susana Valdez, et al. v. Fairway Independent Mortgage Company*, filed on October 23, 2018, Case No. 37-2018-00053677-CU-OE-CTL and *Susana Valdez, et. al. v. Fairway Independent Mortgage Company*, Case No. 37-2019-00003139-CU-OE-CTL, filed on January 17, 2019, both pending in the Superior Court of the State of California, County of San Diego.

1.2 “Aggrieved Employees” means all current and former non-exempt Fairway employees who had one or more of the alleged violations committed against them, and worked in California from January 17, 2018 to the date the Court grants preliminary approval of the class action settlement or July 26, 2021, whichever date is later, regardless of whether they entered into settlement agreements with Fairway. It is estimated that there are approximately 1,000 Aggrieved Employees.

1.3 The “Class” is defined as all current and former non-exempt Fairway employees who were employed by Fairway in California between October 23, 2014, through the date the Court grants preliminary approval of the class action settlement or July 26, 2021, whichever is later, who have not previously entered into settlement agreements with Fairway in which they released their claims, or who continued employment with Fairway after signing a settlement agreement with Fairway but only for the time period they remained employed after the effective date of the settlement agreement. It is estimated that there are approximately 1,500 Class Members (as defined below). The Class also includes all non-exempt aggrieved employees who had one or more of the alleged violations committed against them and worked in California from January 17, 2018, to the date the Court grants preliminary approval of the class action settlement or July 26, 2021, whichever date is later, regardless of whether they entered into settlement

1 agreements with Fairway ("Aggrieved Employees"). It is estimated that there are approximately
2 1,000 Aggrieved Employees.

3 1.4 "Class Member" means a member of the Class.

4 1.5 "Class Counsel" means the attorneys of record for the named Plaintiff: Aegis Law
5 Firm, P.C. by and through its attorneys Kashif Haque, Samuel A. Wong, Jessica L. Campbell, and
6 Fawn F. Bekam, who subject to Court approval and certification, also represent the Class.

7 1.6 "Class Notice" means the Notice of Class Action Settlement to be mailed to the
8 Class Members advising them of this Settlement, as agreed upon by the Parties substantially in
9 the form attached hereto as **Exhibit 1**, as may be modified by the Court.

10 1.7 "Class Period" or "Relevant Period" means October 23, 2014, through: (a) the date
11 the Court grants preliminary approval of the class action settlement, or (b) July 26, 2021,
12 whichever is later.

13 1.8 "Class Representative" means the named Plaintiff, subject to Court approval and
14 certification.

15 1.9 "Court" means the Superior Court of the State of California, San Diego, the
16 Honorable Kenneth J. Medel, or any other court that takes jurisdiction over the Actions.

17 1.10 "Effective Date" means: (a) if no objections are timely submitted, the date of entry
18 of the Final Approval Order and Judgment by the Court; (b) if objections are timely submitted
19 and overruled, and no appeal is taken of the Final Approval Order, the last expiration date of the
20 time frame for filing all notices of appeal from the Final Approval Order; or (c) if an appeal is
21 taken, the latest of (i) the date of final affirmance of an appeal of the Final Approval Order; (ii) in
22 the California Supreme Court, the expiration of the time for a petition for en banc review, and if
23 review is granted, the date of final affirmance; (iii) the expiration of the time to file a writ of
24 certiorari with respect to the order and, and if certiorari is granted, the date of final affirmance
25 following review pursuant to that grant; (iv) the date of final disposition of any appeal from the
26 order or the final dismissal of any proceeding following petition for review of certiorari with
27 respect to the order that has effect of confirming the order; or (v) if any appeal results in reversal
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1 of the Final Approval Order and Judgment, the “Effective Date” of any subject Judgment shall be
2 determined as described in this paragraph.

3 1.11 “Final Approval Hearing” means the hearing at which the Court will make a final
4 determination whether the terms of this Agreement are fair, reasonable, and adequate for the
5 Class and otherwise meets all applicable requirements for approval and, if this Agreement is so
6 approved, whether judgment should be entered thereon, whether the named Plaintiff’s
7 applications for a service award should be granted, and whether and to what extent an application
8 by Class Counsel for an award of reasonable attorneys’ fees and reimbursement of their
9 reasonable costs and expenses should be granted.

10 1.12 “Final Approval Order” means the final order entered by the Court approving this
11 Agreement following the Final Approval Hearing, which may include a Judgment (as defined
12 below).

13 1.13 “Fee Award” means the Court-approved attorneys’ fees, costs, and expenses
14 awarded to Class Counsel, which shall be paid from the Gross Settlement Amount (as defined
15 below).

16 1.14 “Gross Settlement Amount” means the aggregate settlement amount of One
17 Million Nine Hundred Eighty-Eight Thousand Seven Hundred Dollars and Zero Cents
18 (\$1,988,700.00), subject to pro rata increase as set forth in Section 12 below, that Fairway may be
19 required to pay, inclusive of (a) the Individual Settlement Payments (as defined below) to be paid
20 to Settlement Class Members (as defined below); (b) Class Counsel’s Fee Award, which shall not
21 exceed thirty-five percent (35%) of the Gross Settlement Amount, as well as costs in an amount
22 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) and to be confirmed by Class
23 Counsel; (c) the expenses of administering the class settlement process, which shall not exceed
24 Seventeen Thousand Dollars and Zero Cents (\$17,000.00); (d) the amount to be paid to the
25 California Labor and Workforce Development Agency (“LDWA”) pursuant to the Private
26 Attorneys General Act of 2004 (PAGA), totaling Thirty Seven Thousand Five Hundred Dollars
27 and Zero Cents (\$37,500.00), representing seventy-five percent (75%) of the Fifty Thousand
28 Dollars and Zero Cents (\$50,000.00) allocated to PAGA penalties; and (e) the Class

1 Representative's Service Award (as defined below), not to exceed Five Thousand Dollars and
2 Zero Cents (\$5,000.00) to the named Plaintiff.

3 1.15 "Individual Settlement Payments" mean the settlement amount that Fairway will
4 pay each Settlement Class Member (as defined below) in exchange for a release of the Released
5 Claims (as defined in Section 5).

6 1.16 "Judgment" means the Judgment and Order Regarding Final Approval of Class
7 Action Settlement entered by the Court.

8 1.17 "Net Settlement Amount" means the aggregate of all of the Individual Settlement
9 Payments that Fairway may be required to pay Settlement Class Members (as defined below)
10 after payment of Class Counsel's Fee Award, the PAGA payment to the LWDA, the Class
11 Representative's Service Award, and the Settlement Administration Expenses (as defined below).

12 1.18 "PAGA Period" means January 17, 2018, through: (a) the date the Court grants
13 preliminary approval of the class action settlement, or (b) July 26, 2021, whichever date is later.

14 1.19 "Preliminary Approval Order" refers to the order by the Court granting
15 preliminary approval of this Agreement and directing the Parties to disseminate notice of the
16 settlement to the Class Members.

17 1.20 "Released Parties" means Fairway Independent Mortgage Corporation, and all of
18 its past, present, and future parents, subsidiaries, companies, divisions, and affiliates, and other
19 current and former related entities thereof, and all of the past, present, and future shareholders,
20 officers, directors, employees, independent contractors, agents, members, personal
21 representatives, insurers, legal counsel, and successors and assigns of said entities, as well as its
22 predecessors, successors, present and former affiliates, general partners, limited partners, owners,
23 beneficiaries, representatives, heirs, assigns (including, without limitation, any investors, trusts, or
24 other similar affiliated entities), attorneys, and all persons acting by, through, under, or in concert
25 with any of them, including any party that was or could have been named as a defendant in the
26 Actions.

27 1.21 "Service Award" mean the Court's award of monetary enhancement/incentive
28 payments to the Class Representative for its services in filing and litigating this action as a class

1 representative, which shall be paid from the Gross Settlement Amount and shall not exceed Five
2 Thousand Dollars and Zero Cents (\$5,000.00).

3 1.22 "Settlement" means the agreement to fully resolve the claims and disputes that
4 were or could have been asserted in the Actions pursuant to the terms and conditions of this
5 Agreement.

6 1.23 "Settlement Administration Expenses" mean those expenses incurred by the
7 Settlement Administrator (as defined below) in effectuating the Settlement.

8 1.24 "Settlement Administrator" means CPT Group or any other administrator mutually
9 agreed upon by the Parties.

10 1.25 "Settlement Class" means those persons who are members of the Class who have
11 not properly and timely opted out of the Settlement.

12 1.26 "Settlement Class Member" means any person who is included in the Settlement
13 Class who has not properly and timely opted out of the Settlement.

14 1.27 Additional defined terms appear where needed throughout this Agreement.

15 **2. LITIGATION BACKGROUND AND RECITALS**

16 2.1 On October 23, 2018, Plaintiff Susana Valdez filed the *Valdez* Action as a putative
17 class action alleging that Fairway had violated certain provisions of the California Labor Code
18 and the Industrial Welfare Commission Wage Orders ("*Valdez* Action").

19 2.2 On January 17, 2018, Plaintiff Susana Valdez filed another action on behalf of
20 other aggrieved employees, alleging that Fairway had violated certain PAGA provisions ("*PAGA*
21 Action").

22 2.3 The Court subsequently consolidated these two cases. The lead case number is 37-
23 2018-00053677.

24 2.4 The Actions broadly allege that Fairway (1) failed to pay overtime; (2) failed to
25 provide meal periods; (3) failed to permit rest breaks; (4) failed to pay all wages due within the
26 required time and upon separation of employment; (5) failed to furnish accurate wage statements;
27 (6) failed to maintain proper payroll records; and (7) failed to reimburse employees for reasonable
28

1 and necessary employment-related expenses. Plaintiff also pled derivative claims under the
2 California Business and Professions Code Section 17200 and PAGA.

3 2.5 Fairway denies the allegations made in the Actions, as well as any liability for
4 wrongdoing of any kind associated with the claims alleged in the Actions, and further denies that
5 the Actions are appropriate for class treatment for any purpose other than Settlement. Fairway
6 contends that it has complied at all times with all applicable federal and state laws and regulations
7 and that it provided its non-exempt employees with all compensation to which they were legally
8 entitled.

9 2.6 The Parties participated in a private mediation with an ADR mediator, Steven G.
10 Pearl, Esq., on May 15, 2019, but were unsuccessful in settling the case. Prior to that mediation,
11 Fairway provided the following: (i) relevant excerpts from its Employee Handbooks in effect
12 during the relevant time period; (ii) all meal period and rest break policies in effect for Fairway
13 employees between October 23, 2014, through the then-present; (iii) Fairway policies related to
14 time entry and time worked; (iv) complete timekeeping and payroll information for all California
15 non-exempt employees (including mortgage loan officers (“MLOs”)) between October 23, 2014,
16 to March 31, 2019; and (v) a class list with dates of employment and hourly rates of pay, which
17 includes all Fairway non-exempt California employees (including MLOs) between October 23,
18 2014, and March 31, 2019.

19 2.7 In the summer and fall of 2019, Fairway reached out to nearly all of the then-
20 putative class members and offered to settle their claims in the Actions. As a result of those
21 offers, Fairway entered into settlement agreements with 647 putative class members (nearly 99%
22 of the value of the claims of active employees at the time), and thereby settled over 85% of the
23 value of the then-existing potential claims alleged by the Plaintiff. In total, Fairway has settled
24 with 647 putative class members.

25 2.8 Following the unsuccessful mediation, the Parties have engaged in significant
26 formal discovery. Plaintiff served over 150 discovery requests on Fairway. As a result of
27 numerous meet and confer conferences, Fairway produced over 20,000 pages of documents
28 including the following: (1) a one third (1/3) sampling of wage statements, time records, and any

1 complaints related to meal periods, rest periods, business expense reimbursements, bonuses, and
2 other incentive pay; (2) documents that reflect communications with settling individuals,
3 including the PowerPoint Presentation presented to these individuals, the individualized cover
4 letter that each individual received, the settlement agreement each individual signed, and
5 communications between Fairway representatives and the settling individuals.

6 2.9 Thereafter, on May 27, 2021, the Parties participated in a private mediation with
7 mediator Mr. Mark Rudy, which was successful. Prior to the mediation, Fairway provided
8 Plaintiff with updated versions of Fairway's Employee Handbooks and a list of individuals who
9 had settled with Fairway previously. The Parties were ultimately able to reach an agreement to
10 settle the Actions on the terms and conditions set forth in this Agreement in order to avoid the
11 burden, expense, and uncertainty associated with further litigation, without admitting any
12 liability. Indeed, Fairway maintains its position that it is not liable for any claims alleged or that
13 could have been alleged in the Actions. The Parties agree that the individual settlements that
14 Fairway reached with putative class members in 2019 have been considered in reaching the
15 Settlement set forth in this Agreement but will not serve as a credit against the Gross Settlement
16 Amount.

17 2.10 Class Counsel represents that they have thoroughly investigated Plaintiff's claims
18 against Fairway, including conducting their own investigation into the underlying facts, events,
19 and issues related to the subject matter of the Actions, and that they have analyzed and evaluated
20 the legal and factual bases for the claims made against Fairway in the Actions and the impact of
21 this Agreement on the Plaintiff and the Class. Based upon their analysis and evaluation, and
22 recognizing the substantial risks of continued litigation with respect to the claims, including the
23 possibility that the Actions, if not settled now, might result in a recovery that is less favorable to
24 the Class and might not occur for several years, Class Counsel is satisfied that the terms and
25 conditions of this Agreement are fair, reasonable, and adequate, and in the best interest of the
26 Class.

2.11 It is the desire of the Parties that this Agreement shall fully, finally, and forever settle, compromise, and discharge all disputes and claims Plaintiff and the Class Members may have against the Released Parties arising from or related to the Actions, as described herein.

3. **FINANCIAL TERMS OF THE SETTLEMENT**

3.1 **Gross Settlement Amount.** Subject to preliminary approval by the Court, and in consideration for the release of claims described in this Agreement, the Parties agree to settle the Actions pursuant to the financial terms set forth below. Fairway agrees to pay no more than the Gross Settlement Amount of One Million Nine Hundred Eighty-Eight Thousand Seven Hundred Dollars and Zero Cents (\$1,988,700.00), subject to the pro rata increase set forth in Section 12 below, to satisfy payment of the following amounts: (a) Settlement Administration Expenses, which shall not exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00); (b) the Class Counsel's Fee Award in an amount approved by the Court upon proof from Class Counsel, not to exceed thirty-five percent (35%) of the Gross Settlement Amount and costs not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00); (c) Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) to the LWDA for the payment of civil penalties under the PAGA statute, taking into account Fairway's past payment to the LWDA of Eighteen Thousand Dollars and Zero Cents (\$18,000.00); and (d) a Service Award to Plaintiff in an amount approved by the Court, but not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

Subject to the provisions and representations set forth herein, the Gross Settlement Amount is the maximum amount to be paid by Fairway, and under no circumstances shall Fairway be obligated to pay any additional amounts to Plaintiff, Class Counsel, or the Class Members under this Agreement, except if the pro rata increase is triggered as set forth in Section 12 below. The Gross Settlement Amount will be distributed in accordance with the terms of this Agreement.

3.2 **Calculation and Distribution of Individual Settlement Payments.** In consideration of the Settlement of the Released Claims of the Class Members against the Released Parties, each Settlement Class Member will be mailed an Individual Settlement Payment as follows:

1 (a) Each Class Member shall be allocated a pro rata amount of the Net
2 Settlement Amount based on the number of workweeks they worked as a non-exempt Fairway
3 employee in California during the Relevant Period.

4 (b) Individual Settlement Payments will be distributed and paid only to
5 Settlement Class Members after the Effective Date, pursuant to the terms of this Agreement.

6 3.3 Attorneys' Fees, Costs, and Expenses. In consideration for the work performed by
7 Class Counsel in the Actions and all of the work to be performed by Class Counsel in securing
8 Court approval of the Settlement, and ensuring that the Settlement is fairly administered and
9 implemented, the Parties agree that Class Counsel may file an application with the Court
10 contemporaneous with the Final Approval Motion for attorneys' fees in the estimated amount of
11 up to Six Hundred Ninety-Six Thousand Forty-Five Dollars and Zero Cents (\$696,045.00), but in
12 no event to exceed thirty-five percent (35%) of the Gross Settlement Amount, and costs not to
13 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), to which Fairway shall not object.
14 The Fee Award shall be paid from the Gross Settlement Amount. Should the Court approve a
15 lesser fee percentage, amount of fees, and/or costs, the unapproved amounts shall be part of the
16 Net Settlement Amount.

17 (a) Limitation on Attorneys' Fees and Costs. Except as provided in this
18 Agreement, Fairway will not be required to pay any other expenses, costs, damages, or fees
19 incurred by Plaintiff, any Class Member, or by any of their attorneys, experts, advisors, agents, or
20 representatives arising from or related to the Actions. Any award of attorneys' fees, costs,
21 expenses, and damages payable hereunder to Class Counsel shall be in complete satisfaction of
22 any and all claims for such attorneys' fees, costs, expenses, and damages under state or federal
23 law, which Plaintiff, the Class, Class Counsel, or any other counsel have or may have against
24 Fairway arising out of or in connection with the Actions and the Settlement, including, but not
25 limited to, any claims for attorneys' fees, costs, and expenses incurred through and after the final
26 disposition and termination of the Actions. Fairway will not be responsible for apportioning any
27 Fee Award among Class Counsel and/or any other attorneys or law firms.

(b) No Impact on Settlement. The substance of Class Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement. The outcome of any proceeding related to the Fee Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

3.4 Costs of Settlement Administration. The Parties have jointly selected a Settlement Administrator to administer the Settlement after receiving an acceptable estimate for such services as agreed by the Parties. The costs of settlement administration, currently estimated at no more than Seventeen Thousand Dollars and Zero Cents (\$17,000.00), will be paid from the Gross Settlement Amount. The Settlement Administrator will agree to perform all necessary settlement administration duties described in Section 4 below.

3.5 Class Representative Service Award. Subject to a request by Class Counsel and approval by the Court at the Final Approval Hearing, Fairway agrees to pay Plaintiff a Service Award in the total amount of up to Five Thousand Dollars (\$5,000.00). Any Court approved Service Award will be paid to compensate Plaintiff for her efforts in connection with the Actions and will be paid from the Gross Settlement Amount. These Service Award will be reported on an IRS Form 1099 (not subject to withholdings or payroll taxes) and received by Plaintiff in addition to any Individual Settlement Payment to which Plaintiff is entitled.

3.6 Penalties Under the PAGA. The total PAGA payment shall be Fifty Thousand Dollars and Zero Cents ("50,000.00"), of which Seventy-Five percent (75%) of that total, in the amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ("37,500.00"), shall be paid to the LWDA. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), or Twenty-Five percent (25%), shall be included in the Net Settlement Amount for distribution to the Aggrieved Employees. This total PAGA Payment takes into consideration Fairway's prior payment to the LWDA of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) made on October 23, 2020.

3.7 Taxes and Withholdings.

(a) **Tax Treatment of Individual Settlement Payments.**

1 (i) The Parties agree that based on the claims asserted in the Actions,
2 the Individual Settlement Payments will be allocated forty percent (40%) to wages, and will be
3 reported on an IRS Form W-2. The remaining sixty percent (60%) will be allocated to interest
4 and penalties and will be reported on IRS Form 1099. Fairway will pay the legally required
5 employer's payroll taxes in connection with the Individual Settlement Payments separately from
6 and in addition to the Gross Settlement Amount.

7 (ii) It is understood that as part of the consideration provided to
8 Fairway, any claims for additional benefits under employee benefit plans or other plans
9 maintained by Fairway at any time that could potentially or arguably result from payment of any
10 proceeds distributed under this Agreement, shall be waived and released pursuant to this
11 Agreement.

12 (b) Any tax obligation arising from the Individual Settlement Payments,
13 Service Award, or Fee Award payments made under this Agreement will be the sole
14 responsibility of each person or entity receiving such amount. Each Settlement Class Member
15 is responsible for reporting and paying appropriate taxes due on the Individual Settlement
16 Payment received. Each Settlement Class Member shall be solely responsible for any tax
17 liability, penalties, or costs assessed with respect to said Settlement Class Member in connection
18 with the Individual Settlement Payment(s). In the event any tax authority should dispute the
19 characterization of the Service Award, Plaintiff shall indemnify Fairway for any penalties related
20 thereto.

21 **4. ADMINISTRATION OF SETTLEMENT**

22 **4.1 Engagement of Settlement Administrator.**

23 (a) The Parties have agreed to appoint CPT Group to perform the duties of
24 Settlement Administrator. In the event the Court does not approve the appointment of CPT
25 Group, the Parties will meet and confer to select an alternate Settlement Administrator.

26 (b) The Parties agree that the Settlement Administrator shall perform the
27 following notice and other claims administration functions: (i) prepare, print, and disseminate the
28 Class Notice to all Class Members, including taking appropriate steps to trace and locate any

Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (ii) track the Class Notice mailing and any exclusion requests or objections; (iii) promptly furnish to Class Counsel and counsel for Fairway copies of all written objections, requests for exclusion, and rescission statements received; (iv) respond to inquiries and requests for information or assistance from Class Members; (v) establish the necessary bank accounts and obtain the necessary tax identification number to administer the Settlement; (vi) administer the Settlement, including determining each Class Member's status as a member of the Class; (vii) pay the Individual Settlement Payments to Settlement Class Members and determine the amounts Fairway must pay for the employer's portion of payroll taxes; (viii) distribute payments of the Court approved Service Award to Plaintiff and the Court approved Fee Award to Class Counsel; (ix) file any necessary tax forms and manage all legally required withholdings and deductions; and (x) pay any residual funds from uncashed checks to the unclaimed property office for the State of California in the name of the appropriate Class Member(s).

(c) The Settlement Administrator will maintain the confidentiality of the identities and contact information for the Class Members and will not disclose that information to anyone other than Fairway and/or its representatives. The Settlement Administrator will provide Class Counsel and Fairway's counsel with periodic summary reports setting forth the total number of Class Notices that were returned as undeliverable, the total number of timely objections and requests for exclusion received, and, when applicable, the total number of uncashed Individual Settlement Payments.

(d) The Settlement Administrator will maintain records of its work, which shall be available for inspection upon request by Class Counsel or Fairway's counsel.

4.2 Application for Preliminary Approval Order. Following execution of this Agreement, Plaintiff will timely move the Court for preliminary approval of the Settlement, which the Parties intend to be filed no later than August 15, 2021, subject to their ability to finalize the terms of this Settlement. Class Counsel will only file the Preliminary Approval Motion following review and approval by Fairway, after providing Fairway with at least five (5) business days to review said Motion. In connection with the Preliminary Approval Motion,

Plaintiff will apply for an order: (a) preliminarily approving the Settlement under the legal standards relating to the preliminary approval of class action settlements; (b) preliminarily and conditionally certifying the Class as provided in this Agreement, for settlement purposes only; (c) appointing Class Counsel as counsel for the Class, for settlement purposes only; (d) appointing Plaintiff as the representative of the Class, for settlement purposes only; (e) approving the form of the Class Notice, and finding that the proposed method of disseminating the Class Notice meets all legal requirements and is the best notice practicable under the circumstances; (f) establishing the procedures and the deadline by which Class Members may assert objections to the certification of the Class and/or to the Settlement; (g) establishing a deadline for the Parties to submit papers/briefing in response to any objections and in support of final approval of the Settlement; (h) establishing procedures and the deadline by which Class Members may exclude themselves from the Settlement; (i) setting a date for the Final Approval Hearing no earlier than one hundred (100) calendar days after the date the Preliminary Approval Motion is filed with the Court; and (j) providing that, pending this Court's final determination of whether the proposed Settlement will be approved and in aid of the Court's jurisdiction and to prevent a multiplicity of lawsuits, Plaintiff, and anyone acting on Plaintiff's behalf, are barred and enjoined from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, any arbitration or mediation proceeding, or any other similar proceeding, any and all claims against any Released Party that asserts any Released Claims (as defined below in Section 5) that would be released and discharged upon entry of the Final Approval Order, except as the Court may further order upon application of a Class Member and notice to all Parties. Any person who violates such injunction shall pay the costs and attorneys' fees incurred by any Released Party as a result of the violation.

4.3 Notice to Class Members. Within fourteen (14) calendar days of the date of the Order Granting Preliminary Approval or Court approval of the Class Notice, whichever is later, Fairway will provide the Settlement Administrator with the following, in Excel format, to the extent it is available to Fairway: the names, last known addresses, last known telephone numbers,

1 and social security numbers of each Class Member; the dates of employment worked by each
2 Class Member in California during the Relevant Period, as well as the Individual Settlement
3 Amount payable to each Class Member as calculated in Section 3.2 above (the "Class List").

4 (a) The Parties agree that the Settlement Administrator does not need to
5 prepare a notice in Spanish or any other language, as all the Class Members are fluent in English.

6 (b) The Class List, and any other data provided by Fairway to the Settlement
7 Administrator and/or Class Counsel pursuant to this Agreement, shall be presumed to be accurate,
8 shall be held in strict confidence to be used solely for the purpose of the Settlement, and shall not
9 be disclosed to anyone other than the Settlement Administrator. The Parties shall provide the
10 Settlement Administrator with any updated or different addresses or phone numbers they obtain
11 from Class Members prior to the Claim Bar Date (as defined below).

12 (c) Neither Fairway nor the Settlement Administrator will provide the Class
13 List or the Class Members names, contact information, or any financial information to
14 Plaintiff, Class Counsel, any other Class Member, or any other person or entity. However,
15 within seven (7) calendar days of entry of the Order Granting Preliminary Approval, Fairway
16 shall provide Class Counsel with notice, by electronic mail, of the final number of Class
17 Members and total workweeks they worked as a non-exempt Fairway employee in California
18 during the Relevant Period.

19 (d) Upon its receipt of the Class List, the Settlement Administrator will access
20 the National Change of Address ("NCOA") Database, and any other databases used by the
21 Settlement Administrator, to update the addresses maintained by Fairway and will advise Fairway
22 of the updated addresses.

23 (e) Within fourteen (14) calendar days after receiving the Class List, the
24 Settlement Administrator will mail the Class Notice in the form attached hereto as **Exhibit 1** (the
25 "Notice") by bulk first class mail, forwarding requested, to the Class Members at the addresses
26 identified through the process described above.

27 (f) As to any Class Notices that are returned by the post office as
28 undeliverable, the Settlement Administrator will perform a one skip trace procedure after

1 receiving notice that a Class Notice is undeliverable and, within ten (10) calendar days of such
2 notice, will mail the Class Notice to the new address (the "Second Mailing").

3 (g) If either Party or the Settlement Administrator determines, based upon
4 further review of available data, that a person previously identified as being a Class Member
5 should not be so included or identifies a person who should have been included as a Class
6 Member but was not so included, the Settlement Administrator will promptly delete or add such
7 person as appropriate and will immediately notify Class Counsel and Fairway's Counsel prior to
8 such deletions or additions (and the reasons therefore). The Parties will be given the opportunity
9 to review and oppose any such deletion or addition by the Settlement Administrator.

10 (h) The time periods and methodologies set forth herein reflect the Parties'
11 best current belief as to their ability to make such identification, and it is understood that Fairway,
12 in undertaking the tasks set forth herein, shall use reasonable efforts to identify all Settlement
13 Class Members and to determine their last known addresses, Social Security numbers, and
14 employment dates during the Relevant Period. Other than the obligations set forth in this
15 Agreement, Fairway shall have no additional obligation to identify or locate any Settlement Class
16 Member or have any liability in connection with the provision of information to the Settlement
17 Administrator or otherwise.

18 (i) The Parties agree that the proposed Class Notice constitutes the best notice
19 practicable under the circumstances and constitutes due and sufficient notice of the pendency of
20 the Actions, the proposed Settlement, and the Final Approval Hearing to all persons entitled to
21 such notice, in full compliance with due process under the United States Constitution. As such,
22 Class Counsel will not directly or indirectly initiate contact with the Class Members from the date
23 of execution of this Agreement through the date of the Final Order and Judgment. Plaintiff and
24 Class Counsel acknowledge that this provision is a material term of this Agreement and that
25 Fairway would not have entered into this Agreement without Plaintiff and Class Counsel's
26 agreement to this provision. However, nothing set forth herein shall limit Class Counsel's ability
27 to answer questions, investigate any objections to the Settlement, or confirm any Requests for
28 Exclusion (as defined below) from the Settlement initiated by Class Members.

1 4.4 Class Member Opt-Out.

2 (a) Any Class Member may elect to opt out of the Settlement by a written,
3 signed statement to the Settlement Administrator (“Request for Exclusion”) that they are opting
4 out of the Settlement. The Request for Exclusion must contain the Class Member’s name, the last
5 four digits of their Social Security Number or Tax ID Number, address, and telephone number. It
6 must also contain words that clearly describe the Class Member’s intention to opt out of the
7 Settlement, such as: “I elect to exclude myself from the settlement in the *Valdez* litigation” in
8 order to be valid. To be timely and effective, all Requests for Exclusion must be postmarked no
9 later than forty-five (45) calendar days after the initial mailing of the Class Notice by the
10 Settlement Administrator or, if a Second Mailing is sent to a Class Member, within thirty (30)
11 calendar days of the date of the Second Mailing (collectively the “Claim Bar Date”). The
12 Settlement Administrator shall notify the Parties of receipt of any Request for Exclusion and,
13 upon request, will send all Requests for Exclusion received by .pdf within three (3) business days
14 of receipt of such request. A Class Member who fails to comply with the opt-out procedure set
15 forth herein on or before the Claim Bar Date will not be excluded from the Settlement and will
16 instead be bound by all provisions of the Settlement and all orders issued pursuant thereto.

17 (b) Any Class Member who elects to opt out of the Settlement in the manner
18 and within the time limits specified above and in the Class Notice shall not (i) have any rights
19 under the Settlement; (ii) be entitled to receive any compensation under the Settlement, except his
20 or her share of the PAGA penalties; (iii) have standing to submit any objection or appeal to the
21 Settlement; and (iv) be bound by the Settlement, including any orders issued pursuant thereto,
22 except as to the PAGA release. Because Plaintiff has participated in the drafting of this
23 Agreement, has executed this Agreement, and has been individually represented by Class
24 Counsel, Plaintiff agrees not to opt out of or object to the Settlement.

25 (c) The Parties agree that neither they nor their counsel will solicit or
26 otherwise encourage, directly or indirectly, Class Members to request exclusion from the Class, to
27 object to the Settlement, or to appeal any order denying or overruling such requests or objections.
28

1 4.5 Objections to the Settlement. Any Class Member may object to certification of the
 2 proposed Class or to the proposed Settlement or any portion thereof (including, but not limited to,
 3 preliminary certification, Service Awards, Fee Awards, etc.). The Class Notice will provide
 4 notice that Class Members who wish to object to the Settlement must send the Settlement
 5 Administrator, no later than the Claim Bar Date, a written statement objecting to the Settlement,
 6 the proposed Class, or any portion thereof, and setting forth the specific grounds for the objection.
 7 Any Class Member may also appear at the Final Fairness hearing and orally object. A Class
 8 Member who does not submit an objection in the manner and by the deadline specified above or
 9 does not appear at the Final Fairness hearing to orally object will be deemed to have waived all
 10 objections and will be foreclosed from making any objections to the Settlement, whether by
 11 appeal or otherwise. The Settlement Administrator will send all objections by .pdf to Fairway's
 12 Counsel and to Class Counsel no later than three (3) business days after receipt thereof. Any
 13 Class Member who submits a Request for Exclusion may not object to the Settlement. Should the
 14 Settlement Administrator receive both an objection and a Request for Exclusion from a single
 15 Class Member, the Request for Exclusion shall be deemed operative and the objection untimely,
 16 absent a timely rescission of the Request for Exclusion by the Class Member prior to the Claim
 17 Bar Date. The Parties may file written responses to any objections with the Court no later than
 18 seven (7) calendar days before the Final Approval Hearing. Parties shall meet and confer
 19 regarding any objections and make a reasonable attempt to make any such filing a joint response
 20 to the objection.

21 4.6 Effect of Settlement. Except for persons who properly elect to opt out of the Class
 22 in the manner and within the time limits specified above and in the Class Notice, all Class
 23 Members shall be deemed to be within the Class for all purposes under the Settlement and shall
 24 be bound by the terms and conditions of the Settlement (including the release and waiver
 25 provisions herein), including all orders issued pursuant thereto, and shall be deemed to have
 26 waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of the
 27 Settlement and any of its terms. All Aggrieved Employees are bound by the PAGA release
 28 regardless of whether they opt-out.

1 4.7 Motion for Judgment and Final Approval. No later than sixteen (16) court days
2 before the Final Approval Hearing, Plaintiff shall file a Motion for Judgment and Final
3 Approval. Class Counsel will only file said motion following review and approval of the motion
4 by Fairway's Counsel, after providing Fairway at least five (5) business days to review said
5 motion. The Final Approval Hearing shall be held at the Court's convenience, but not earlier
6 than one-hundred (100) calendar days after the date the Preliminary Approval Motion granted
7 by the Court. At the Final Approval Hearing, Plaintiff and Fairway will use their best efforts to
8 urge the Court to confirm the certification of the Class for settlement purposes, to grant final
9 approval of the Settlement in its entirety (including any modification made thereto with the
10 consent of the Parties as provided herein), and to enter a Final Approval Order and Judgment as
11 set forth in Section 4.8.

12 4.8 Final Approval Order and Judgment. The Final Approval Order and Judgment
13 shall include provisions: (a) approving the Settlement as fair, adequate, reasonable, and binding
14 on all Settlement Class Members; (b) finding that the dissemination of the Class Notice in the
15 form and manner ordered by the Court was accomplished as directed, met the requirements of due
16 process, was the best notice practicable under the circumstances, and constituted due and
17 sufficient notice to all persons entitled thereto; (c) finding that Plaintiff and Class Counsel fairly
18 and adequately represented and protected the interests of the Class at all times in the Actions; (d)
19 directing the Parties to implement the terms of the Settlement, including, without limitation, the
20 provisions regarding the payment of the Individual Settlement Payments to each Settlement Class
21 Member as set forth in this Agreement, as well as the payment of the Fee Award, the Service
22 Award, and the costs of administration; (e) defining the Class; (f) releasing and discharging the
23 Released Parties from any and all liability with respect to the Released Claims as provided herein
24 after all payments have been made as set forth herein; (g) awarding reasonable attorneys' fees and
25 costs to Class Counsel subject to the limitations set forth herein or reserving jurisdiction with
26 respect thereto; (h) granting a Service Award to Plaintiff subject to the limitations set forth herein
27 or reserving jurisdiction with respect thereto; (i) reserving continuing and exclusive jurisdiction
28 over all matters related to the administration and consummation of the terms of the Settlement,

1 over the enforcement, construction, and interpretation of this Agreement and the Final Approval
2 Order and Judgment; and (k) ordering that this Agreement shall operate as a full, complete, and
3 final release of all the Released Claims of all Settlement Class Members and as an effective
4 covenant not to sue.

5 4.9 Funding of Settlement and Other Payments.

6 (a) Within seven (7) calendar days after the Effective Date, the Settlement
7 Administrator will provide Fairway with a calculation of the Individual Settlement Amounts
8 pursuant to the Final Approval Order.

9 (b) Within thirty (30) calendar days after the Effective Date, Fairway will
10 deposit money into an account, through the Settlement Administrator, in an amount equal to the
11 Gross Settlement Amount.

12 4.10 Calculation of Individual Settlement Payments and Distribution of Gross
13 Settlement Amount.

14 (a) Within ten (10) calendar days after Fairway funds the Settlement as
15 described above, the Settlement Administrator will distribute the Individual Settlement Payments
16 to the Settlement Class Members pursuant to the terms of this Agreement and the Final Approval
17 Order. The Settlement Administrator will prepare and mail the Individual Settlement Payments
18 to the last known address in the Settlement Administrator's records for each Settlement Class
19 Member, taking into account any updated address provided by Class Members to the Settlement
20 Administrator during the Class Notice process. All checks issued shall indicate on their face that,
21 consistent with standard bank procedures, they are void if not negotiated within one hundred
22 eighty (180) days of their issuance. The date of mailing of the Individual Settlement Payments to
23 the Settlement Class Members shall be conclusively determined according to the records of the
24 Settlement Administrator.

25 (i) To the extent Settlement Class Members fail to cash their
26 settlement checks within one hundred eighty (180) days of their issuance, the unclaimed funds
27 will be distributed by the Settlement Administrator to the Unclaimed Property Office for the State
28 of California in the name of the Class Member. Any Settlement Class Member who fails to cash

1 a settlement check within the one hundred eighty (180) days provided herein shall nonetheless
2 remain a member of the Class and shall be bound by the terms and conditions of the Settlement
3 and the Judgment entered pursuant thereto.

4 (ii) Fairway, Class Counsel, and counsel for Fairway will not be liable
5 for checks cashed by persons other than the Settlement Class Members. Each Settlement Class
6 Member will be deemed to have released Fairway from all liability as set forth in this Agreement,
7 even if their check is cashed by a person other than the person to whom the check is written.

8 (b) No later than ten (10) calendar days after Fairway funds the Settlement, the
9 Settlement Administrator will distribute: (i) to Plaintiff, the Service Award amount granted by the
10 Court; (ii) to Class Counsel, the Fee Award; (iii) to the LWDA, its portion of the amount
11 allocated for civil penalties under the PAGA; and (iv) to itself, its own administration costs
12 pursuant to the terms of this Agreement and the Final Approval Order. The Settlement
13 Administrator will be solely responsible for issuing and mailing the checks and any necessary tax
14 reporting forms to Settlement Class Members, Plaintiff, Class Counsel, the LWDA, and Fairway.

15 4.11 No Impact on Employee Benefit Plans, Policies, or Bonus Programs. The Parties
16 agree that any amounts paid under this Agreement will not affect any previously credited hours of
17 service under any employee benefit plans, policies, or bonus programs sponsored or administered
18 by Fairway. To the extent permitted by the terms of any employee benefit plans, policies, or
19 bonus programs, as such exist at the time of the Individual Settlement Payments, the amounts
20 paid under this Agreement will not form the basis for additional contributions to, benefits under,
21 or any other monetary entitlements under, Fairway (self-insured or not) employee benefit plans,
22 policies, or bonus programs. Any payments made under the terms of this Agreement shall not be
23 applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any
24 other form of compensation for the purposes of any Fairway employee benefit plans, policies, or
25 bonus programs. Fairway retains the right to modify the language of its employee benefit plans,
26 policies, and bonus programs to effect this intent and to further make clear that any amounts paid
27 pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any
28 similar measuring term as defined by applicable benefit plans, policies, and bonus programs for

1 the purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional
2 contributions or benefits are not required by this Agreement. Fairway is not opining on the terms
3 of any such plans, policies, or programs, all of which speaks for themselves.

4 **5. RELEASE OF CLAIMS**

5 5.1 Upon entry of the Order Granting Final Approval, Plaintiff, on her own behalf and
6 as the Class Representative, along with each Settlement Class Member (collectively, the
7 “Releasing Parties”), shall be deemed to fully and completely release and forever discharge
8 Fairway and the Released Parties (as defined above) from any and all claims, causes of action,
9 counterclaims, remedies, liabilities, losses, debts, demands, costs, expenses, attorneys’ fees, and
10 set-offs whatsoever, resulting from, arising out of, or in any way connected to the claims
11 made and facts alleged in the Actions (including both the *Valdez* Action and PAGA Action)
12 and their underlying subjects matters, including, without limitation, claims and allegations
13 made or that could have been made based on the allegations in the operative Complaint for
14 unpaid, miscalculated, or untimely wages and overtime, meal periods, rest periods, inaccurate
15 or untimely wage statements, wages due within the required time and upon separation from
16 employment, pre- and post-judgment interest, compensatory and statutory compensation,
17 general damages, disgorgement, declaratory relief, statutory damages, accounting of all
18 minimum wages, and sums allegedly unlawfully withheld as a result thereof, injunctive relief,
19 restitution, penalties, and interest as a result thereof, including, but not limited, to claims
20 under the California Labor Code Sections 201, 202, 203, 218.6, 226, 226.7, 510, 512, 1174,
21 1175, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2802, applicable Industrial Welfare
22 Commission Wage Orders, California Code of Regulations, Title 8, section 11000 *et seq.*,
23 Business and Professions Code section 17200 (unfair business practices), and California Code
24 of Civil Procedure section 1021.5, and any and all other claims, whether legal or equitable,
25 that involve the same or similar facts alleged or that arise or have arisen in connection with
26 the Actions, against the Released Parties (the “Released Claims”).

27 5.2 Upon entry of the Order Granting Final Approval, the State of California and
28 Aggrieved Employees release the Released Parties from all claims exhausted in Plaintiff’s

1 notice(s) sent to the LWDA and alleged in the operative complaint, which arose during the PAGA
2 Period, regardless of whether Aggrieved Employees opt out of the Settlement.

3 (a) Class Members may hereafter discover facts in addition to or different from
4 those they now know or believe to be true with respect to the subject matter of the Released
5 Claims. However, on entry of the Order Granting Final Approval (and to the extent provided for
6 in this section), all Releasing Parties shall be deemed to have, by operation of the Final Judgment,
7 fully, finally, and forever settled and released any and all of the Released Claims.

8 (b) Waiver of California Civil Code Section 1542. With respect to the
9 Released Claims, Plaintiff also expressly waives any and all provisions, rights, and benefits
10 conferred by California Civil Code Section 1542 or by any statute or principle of common law or
11 equity that are similar, comparable, or equivalent, in whole or in part, to California Civil Code
12 Section 1542, which provides:

13
14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
15 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER**
16 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
17 **KNOWN BY HER MUST HAVE MATERIALLY AFFECTED HER**
18 **SETTLEMENT WITH THE DEBTOR.**

19 Plaintiff expressly acknowledges that, notwithstanding the provisions of Section 1542 of
20 the California Civil Code (and all similar laws of other jurisdictions), the release given in this
21 Agreement is intended to include in its effect, without limitation, claims that Plaintiff did not
22 know or suspect to exist in her favor at the time of the Effective Date of the Settlement, regardless
23 of whether the knowledge of such claims, or the facts upon which they might be based, would
24 materially have affected the settlement of this matter, and that the consideration given under this
25 Agreement was also for the release of those claims and contemplates the extinguishment of any
26 such unknown claims.

27 Plaintiff acknowledges that she may later discover facts different from or in addition to
28 those she now knows or believes to be true regarding the matters released or described in this

1 Agreement, and in that event, Plaintiff agrees that this Agreement, including the releases and
2 waivers contained herein, shall remain effective in all respects notwithstanding any later
3 discovery of any different or additional facts. Plaintiff assumes any and all risk of any mistake in
4 connection with the true facts involved in the matters, disputes, or controversies released or
5 described in this Agreement or with regard to any facts now unknown to the Parties relating
6 thereto.

7 5.2 Plaintiff forever agrees that she shall not institute any action seeking, nor accept,
8 damages or penalties of any nature, attorneys' fees and costs, or any other relief from any other
9 suit, class, collective, or representative action, administrative claim, or other claim of any sort or
10 whatsoever against the Released Parties, for the Released Period, arising from any Released
11 Claims. This release shall become effective at such time as Fairway has complied with all of its
12 obligations pursuant to this Agreement.

13 5.3 Release of Fees and Costs for Settled Matters. Class Counsel and Plaintiff, on
14 behalf of the Class and each individual Class Member, hereby irrevocably and unconditionally
15 release, acquit, and forever discharge any claim that they may have against Fairway for attorneys'
16 fees or costs associated with Class Counsel's representation of Plaintiff and the Class, including,
17 without limitation, under Labor Code Section 218.5, California Code of Civil Procedure 1021.5,
18 and any other similar statute. Class Counsel further understands and agrees that the Fee Award
19 approved by the Court will be the full, final, and complete payment of all attorneys' fees and
20 costs associated with Class Counsel's representation of these individuals. Except as otherwise
21 provided in this Agreement, the Releasing Parties hereto will bear responsibility for their own
22 attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Actions, and
23 will not seek reimbursement thereof from any Releasing Party.

24 5.4 No Other Liability. This Agreement shall be in full settlement, compromise,
25 release, and discharge of the Released Claims and each of them, and the Released Parties shall
26 have no further liability or obligation to any Settlement Class Member or any other Releasing
27 Party with respect to the Released Claims, except as expressly provided herein.
28

1 5.5 No Other Actions. Plaintiff represents and warrants that, except for the Actions,
2 she does not have any lawsuit, claim, charge, grievance, or complaint (collectively, a "Claim")
3 against the Released Parties pending in any forum, including, without limitation, any local, state,
4 or federal agency or court, in connection with the Released Claims.

5 5.6 Covenants Not to Sue. Plaintiff further represents and warrants that, to the extent
6 permitted by law, she will not, at any time on or after the Effective Date, file or assist in the filing
7 of any Claim against the Released Parties in any forum, including, without limitation, any local,
8 state, or federal agency or court, in connection with, arising out of, or related to the Released
9 Claims, and if any forum, agency, or court assumes jurisdiction of any such Claim and/or
10 purports to bring any such proceedings, in whole or in part, she will request such forum, agency,
11 or court to withdraw and/or dismiss such Claim with prejudice. Plaintiff expressly agrees that she
12 will not participate in any class, collective, or representative action of any kind or nature against
13 the Released Parties related to the Released Claims and that she will opt out of or withdraw her
14 consent for participation in any such class, collective, or representative action, and that she will
15 not be entitled to recover or participate in such actions in any way. Furthermore, even in the
16 event that Plaintiff may be permitted by law to be joined in any such Claim, she understands and
17 agrees that she may not recover any amount in judgment or otherwise in any such Claim as a
18 result of her release of the Released Claims set forth herein and acceptance of the terms and
19 conditions of this Agreement. Notwithstanding this Covenant Not to Sue, any Party may bring an
20 action to enforce this Agreement. The prevailing Party in any such action is entitled to recovery
21 of their reasonable attorneys' fees and other litigation costs incurred.No Assignment of Rights.

22 Plaintiff warrants and represents that she has not assigned, transferred, or hypothecated, or
23 purported to assign, transfer, or hypothecate to any person or entity any of the Released Claims or
24 any rights, claims, or causes of action arising out of the Released Claims. This warranty and
25 representation of non-assignment shall survive the execution of this Agreement and the dismissal
26 of the Actions. No Individual Settlement Payment shall be paid to any person or entity with
27 respect to whom Plaintiff and any Class Member have assigned, transferred, or hypothecated, or
28

purported to assign, transfer, or hypothecate any of the Released Claims or any rights, claims, or causes of action arising out of, in connection with, or related to the Released Claims.

5.7 No Violation of California Labor Code Section 206.5. The Parties agree that they are entering into a stipulated settlement in a court action where the principles of res judicata, merger, and bar apply and operate to bar a new action. As such, the Parties further agree that the execution of the above release constitutes an exception to, and does not violate, California Labor Code Section 206.5, because there is a good-faith dispute as to whether any wages are due at all to any Settlement Class Member. Section 206.5 provides, in pertinent part, as follows:

**NO EMPLOYER SHALL REQUIRE THE EXECUTION OF ANY
RELEASE OF ANY CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE,
OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE
EARNED, UNLESS PAYMENT OF SUCH WAGES HAS BEEN MADE.**

Each Settlement Class Member is therefore also deemed to have acknowledged and agreed that Section 206.5 is not applicable to the Parties.

6. NON-DISPARAGEMENT

~~The Released Parties and~~ Plaintiff, including her attorneys, agents, and representatives, agrees to refrain from making any disparaging, derogatory, or otherwise negative comments or statements about Fairway ~~each other~~ and any of the Released Parties in any way related to the Actions, including but not limited to oral or written statements or any statements on social media. In addition, Fairway, including its officers and directors, agree to refrain from doing the same about Plaintiff.

7. USE OF FAIRWAY'S CONFIDENTIAL INFORMATION

7.1 Class Counsel represents and warrants that they have no present intention to make any demands or bring litigation against Fairway or the Released Parties with respect to any claims or potential claimants and that they do not currently represent and are not aware of any other individual who has expressed an intention to assert any claims or bring litigation against Fairway or the Released Parties. Nothing in this Agreement is intended to impact or conflict with Class Counsel's rights and obligations under California Rules of Professional Conduct 1-500.

7.2 Class Counsel represents that they have received Fairway's confidential information during the course of discovery in the Actions pursuant to a Stipulation and Protective Order. The Stipulated Protective Order prohibits use of confidential information (as defined therein) outside the confines of the Actions. The Parties reaffirm their prior obligations and covenants under the Stipulated Protective Order and agree that they will continue to be bound by the terms of the Stipulated Protective Order. Accordingly, Plaintiff and Class Counsel agree not to disclose or use any information related to the Actions for any purpose other than the settlement of the Actions, including any information learned during the Actions, the documents or discovery responses provided to Class Counsel by Fairway, and any information in those documents or responses, except for use of such confidential information to enforce this Agreement or any of its terms or provisions or in the event Preliminary or Final Approval is not granted. Furthermore, to the extent Plaintiff or Class Counsel have any originals or copies of Fairway's documents, with the exception of documents directly relating to Plaintiff's employment with Fairway that were not obtained through the Actions (e.g., pay stubs and letters), Plaintiff and Class Counsel agree to destroy or return such originals and hard copies of such documents to Fairway within ten (10) business days of the funding of the Settlement. Class Counsel will destroy electronically-stored confidential information subject to the Stipulated Protective Order within ten (10) business days of receiving a demand from Fairway to destroy such information.

8. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

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

Proposed Timing	Event
Seven (7) calendar days after receipt of the Class List	Settlement Administrator mails Class Notices to Class Members.

Ten (10) calendar days after each Class Notice is returned as undeliverable	Settlement Administrator completes trace/search efforts and sends a Second Mailing.
Forty-five (45) calendar days after the date the Settlement Administrator postmarks the Class Notice to Class Members	Deadline by which Class Members must submit written objections or Requests for Exclusion.
Final Approval Hearing	Not earlier than one-hundred (100) calendar days after the date the Motion for Preliminary Approval is filed with the Court.
Within seven (7) calendar days after entry of the Final Approval Order	Settlement Administrator provides Fairway with final calculation of payments from the Net Settlement Amount.
Within thirty (30) calendar days after the Effective Date	Fairway deposits the Gross Settlement Amount in the account designated by the Settlement Administrator.
Within ten (10) calendar days after deposit of Gross Settlement Amount by Fairway	Settlement Administrator distributes the Gross Settlement Amount pursuant to the Final Approval Order.
One Hundred Eighty (180) calendar days from the date on which the Individual Settlement Payments are mailed to Settlement Class Members	Deadline for Settlement Class Members to negotiate Individual Settlement Payment checks.
One Hundred Eighty (180) calendar days after issuance of Individual Settlement Payment checks	Deadline for Settlement Administrator to remit all unclaimed funds to the to the Unclaimed Property Office for the State of California in the name of the applicable Settlement Class Member.

9. CONDITIONS OF THE SETTLEMENT

This Agreement is subject to and conditioned upon: (1) the Court's preliminary approval of the Settlement memorialized in this Agreement; (2) the Court's final approval of the Settlement after the Class Notice is mailed to Class Members; (3) Entry of the Final Approval Order and Judgment in the Actions; and (4) any appeals being resolved or the time to file any notice of appeal having expired.

10. VOIDING OR MODIFYING THIS AGREEMENT

Other than as specified above, this Agreement may not be changed, altered, or modified, except in a writing signed by all of the Parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

11. RIGHT TO RESCISSION OF THIS AGREEMENT

If more than three percent (3%) of the Class Members opt out of the Class, or are otherwise excluded from the Class, Fairway shall have the right, in the exercise of its sole discretion, to nullify this Agreement and all of its terms if, by ten (10) calendar days after receiving written notice from the Class Administrator that more than three percent (3%) of the Class Members opted out of the Class, or were otherwise excluded from the Class. Fairway serves written notice of its decision to exercise this option on Class Counsel. As a result of any nullification provided for in this section, this Agreement, the Settlement, and any action taken or to be taken in connection therewith shall be terminated and become void and have no further force and effect. If Fairway exercises this option, it agrees to pay all fees and costs incurred by the Settlement Administrator to date, as well as the cost of giving notice of rescission to the Class.

12. ESCALATOR CLAUSE

If the number of Class Member workweeks exceeds 31,000 by more than ten percent (10%) or the number of Class Member pay periods exceeds 15,474 by more than ten percent (10%), the Settlement Administrator will increase pro rata per additional workweek at a rate of \$64.15 per additional workweek over ten percent (10%) or \$128.52 per additional pay period over ten percent (10%), whichever is greater.

13. PARTIES' AUTHORITY

The Parties' signatories represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

14. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to effectuate the terms of this Agreement, including, but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may

1 become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms
2 set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall,
3 with the assistance and cooperation of Fairway and its counsel, take all necessary steps to secure
4 the Court's preliminary and final approval of this Agreement.

5 **15. NO ADMISSION OF LIABILITY OR WRONGDOING; INADMISSIBILITY OF**
6 **SETTLEMENT AS EVIDENCE**

7 15.1 By entering into this Agreement, Fairway in no way admits any violation of law or
8 any liability whatsoever to Plaintiff or the Class, individually or collectively. Fairway expressly
9 denies that it has engaged in any unlawful activity, has failed to comply with the law in any
10 respect, or has any liability to anyone under the claims asserted in the Actions. Nothing
11 contained herein, nor the consummation of this Agreement, is to be construed or deemed an
12 admission of liability, culpability, negligence, or wrongdoing on the part of Fairway. Likewise,
13 by entering into this Agreement, Fairway also in no way admits to the suitability of the Actions
14 for class or collective action litigation other than for purposes of settlement. Rather, Fairway has
15 entered into this Agreement with the intention to avoid further disputes and litigation with the
16 attendant inconvenience and expenses associated therewith.

17 15.2 Settlement of the Actions, the negotiation and execution of this Agreement, and all
18 acts performed and documents executed pursuant to or in furtherance of this Agreement or the
19 Settlement: (a) are not, shall not be deemed to be, and may not be used as an admission or
20 evidence of any wrongdoing or liability on the part of Fairway or of the truth of any of the factual
21 allegations in any and all complaints filed in the Actions; (b) are not, shall not be deemed to be,
22 and may not be used as an admission or evidence of fault or omission on the part of Fairway in
23 any civil, criminal, administrative, or arbitral proceeding; and (c) are not, shall not be deemed to
24 be, and may not be used as an admission or evidence of the appropriateness of these or similar
25 claims for class certification or administration or collective action treatment other than for
26 purposes of administering this Agreement.

27 15.3 The Parties understand and agree that this Agreement is a settlement document and
28 shall not be inadmissible as evidence in any proceeding, except an action or proceeding to

1 approve, interpret, or enforce this Agreement or in defense of any claims released or barred by
2 this Agreement.

3 **16. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

4 For settlement purposes only, the Parties agree that the Class may be certified. For purposes of
5 settling the Actions only, the Parties stipulate and agree that the requisites for establishing class
6 action certification with respect to the Class Members have been and are met. In the event that
7 the Settlement is not preliminarily or finally approved, or the Settlement is otherwise terminated
8 or rendered null and void, any certification of the Class shall be automatically vacated and shall
9 not constitute evidence or a binding determination that the requirements for certification of a class
10 for trial purposes or any other purpose in the Actions or in any other actions were or are satisfied.
11 In such circumstances, Fairway expressly reserves all rights to challenge certification of a class
12 for trial purposes or any other purpose in the Actions or in any other related or consolidated
13 actions on all available grounds as if no class had been certified for settlement purposes in the
14 Actions and no reference to the prior certification of a class, or any documents related thereto,
15 shall be made for any purpose.

16 **17. FINALITY; EFFECT OF THE SETTLEMENT NOT BEING FINAL**

17 17.1 Finality. The approval of the Settlement shall be considered final on the Effective
18 Date. Except as expressly stated herein, none of Fairway's payment obligations under this
19 Agreement shall become effective until the Effective Date, although Fairway may waive this
20 condition in writing at its sole discretion.

21 17.2 Effect of Settlement Not Being Final. In the event that the Settlement as provided
22 for in this Agreement does not become final, or does not become effective for any reason other
23 than the failure of any Party to perform such Party's obligations hereunder (except as to the
24 Settlement not becoming final because of any appeal, which circumstance can be waived by
25 Fairway), then this Agreement shall become null and void and of no further force and effect, and
26 all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the
27 rights of the Parties and their respective predecessors and successors, shall be inadmissible to
28 prove liability, and all Parties and their respective predecessors and successors shall be deemed to

1 have reverted to their respective positions in the Actions as of the date and time immediately prior
2 to the execution of this Agreement, with no class certified and except as otherwise expressly
3 provided herein.

4 **18. SETTLEMENT TERMINATION**

5 In the event that (a) the Court declines to enter preliminary or final approval of this Agreement or
6 declines to enter the Final Approval Order and Judgment or any part thereof as provided for
7 herein, or the Parties fail to consent to the entry of alternative forms of judgment in lieu thereof,
8 or if after such consent the Court declines to enter such alternate form of judgment; (b) any
9 conditions to the Settlement are not satisfied; (c) the Court disapproves the Settlement or any term
10 contained in this Agreement, except as provided in this Section 18, including any
11 amendments hereto, and such disapproval becomes final by reason of the Court's affirmance on
12 appeal or lapse of time or otherwise; or (d) the Court approves the Settlement, including any
13 amendments hereto, but such judgment and approval is finally modified or reversed on appeal,
14 then, in any such event, this Agreement shall be void, and any Preliminary Approval Order
15 or any Final Approval Order and Judgment shall be vacated upon application to the Court. In
16 such event: (a) this Agreement and the Settlement shall be terminated and becomes void and of
17 no effect; (b) any action taken or to be taken in connection with this Agreement and the
18 Settlement shall become null and void and of no effect; (c) this Agreement and the Settlement and
19 any hearings or proceedings thereunder shall not be referred to or used as evidence for or against
20 any Party or Class Member in the Actions or any other action or proceeding; and (d) all pre-
21 trial proceedings, including discovery, shall resume thirty (30) calendar days thereafter as if
22 this Agreement had not been proposed for approval of the Court and all previously pending
23 statutory deadlines, including the five (5) year rule, during this period shall be treated as tolled
24 since the filing of the from the 90th day prior to the date of the mediation on May 27, 2021, to the
25 latest occurring date in Sections 18(a) through (d) described above. In the event that any monies
26 for attorneys' fees, costs, and expenses have been paid to Class Counsel or any monies for an
27 enhancement have been paid to Plaintiff, Class Counsel and Plaintiff agree to return
28 immediately to Fairway such monies within ten (10) calendar days.

1 **19. EXTENSIONS OF TIME**

2 Without further order of the Court, the Parties may agree in writing to reasonable extensions of
3 time to carry out any of the provisions of the Settlement. In addition, to the extent that any
4 deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, such deadline
5 shall be continued until the end of the following business day.

6 **20. FORCE MAJEURE**

7 The failure of any Party to perform any of its obligations hereunder shall not subject such Party to
8 any liability or remedy for damages, or otherwise if such failure is occasioned in whole or in part
9 by acts of God, fires, earthquakes, natural disasters, explosions, floods, wars, sabotage, or terrorist
10 acts beyond the reasonable control of such Party.

11 **21. MATERIAL TERMS OF AGREEMENT AND SEVERABILITY**

12 21.1 The Parties agree that the provisions in Section 5 of this Agreement, as well as the
13 representations and warranties set forth in Sections 6 and 7 of this Agreement, are material terms.
14 A failure of the Court to approve any material term of this Agreement shall render this entire
15 Agreement voidable and unenforceable as to all Parties herein at the written option of either
16 Party. Additionally, if the Final Approval Order and Judgment is reversed or modified as to any
17 material term or declared or rendered void as to any material term, then (a) at the option of either
18 Party, this Agreement shall be considered null and void; and (b) neither this Agreement nor any
19 of the released negotiations or proceedings will be of any force or effect.

20 21.2 The Parties agree that Sections 3.3, 3.4, 3.5, 3.6, and 3.7 of this Agreement are
21 severable from the remainder of this Agreement only in the sense that any reduction in amount by
22 the Court of the Fee Award, the Service Award, the Settlement Administration Expenses, or the
23 PAGA penalties payable to the LWDA or a change by the Court with respect to the tax treatment
24 of the Individual Settlement Payments shall in no way affect the validity and effect of the
25 remainder of this Agreement.

26 **22. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT**

27 To the extent consistent with class action procedure, this Agreement shall be enforceable by the
28 Court. To the extent permitted by law, the Court will have and retain continuing jurisdiction over

the Actions and all Parties to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of the Agreement and all matters provided for herein and to interpret it until all related matters are fully resolved pursuant to California Rules of Court 3.769(h).

23. NOTICES

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

TO CLASS COUNSEL:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Beckam
AEGIS LAW FIRM, P.C.
9811 Irvine Center Drive, Suite 100
Irvine, California 92618-2902

TO FAIRWAY'S COUNSEL:

John P. Zaimes
Roxanne M. Wilson
ARENT FOX LLP
555 West Fifth Street, 48th Floor
Los Angeles, California 90013-1065

24. GENERAL PROVISIONS

24.1 Captions and Interpretations. Section titles and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

24.2 Construction. The Parties agree that the terms and conditions of this Agreement are the result of extended, arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. This Agreement is entered into freely and voluntarily only after all Parties carefully read and reviewed it with counsel, and it reflects the conclusion of each Party that this Agreement and the Final Approval Order and Judgment and the releases, waivers, and covenants contemplated herein are in the best interest of

1 said Party and the Class. This Agreement has been entered into without any coercion and under
2 no duress. The Parties acknowledge and agree that they had an equal hand in drafting this
3 Agreement so that it shall not be deemed to have been prepared or drafted by one Party or
4 another.

5 24.3 Authority of Attorneys. Each of the attorneys executing this Agreement on behalf
6 of one or more Parties hereto warrants and represents that they have been duly authorized and
7 empowered to execute this Agreement on behalf of each such respective Party and to bind the
8 Party to the terms hereof.

9 24.4 Integration Clause. This Agreement sets forth the entire agreement between the
10 Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements,
11 understandings, representations, and statements, whether oral or written and whether by a Party or
12 such Party's legal counsel, regarding the subjects covered herein. No rights or responsibilities
13 hereunder may be waived except in writing signed by all Parties. The Parties acknowledge that no
14 representations, inducements, warranties, promises, or statements relating to the subjects covered
15 herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of
16 the Parties that are not embodied or incorporated by reference herein, and further agree that no
17 other agreement, covenant, representation, inducement, promise, or statement relating to the
18 subjects covered herein not set forth in writing in this Agreement shall be valid or binding.

19 24.5 Modification or Amendment. This Agreement may not be modified or amended
20 except in a writing signed by all Parties.

21 24.6 Successors. This Agreement shall be binding upon and inure to the benefit of the
22 Parties, the Class Members, and their respective heirs, executors, administrators, successors, and
23 assigns, and upon any corporation, partnership, or other entity into or with which any Party may
24 merge, combine, or consolidate. As used in the preceding sentence and elsewhere throughout this
25 Agreement, "including" shall mean including without limitation.

26 24.7 Counterparts. This Agreement may be executed in multiple counterparts with
27 signatures transmitted by facsimile or as an electronic image of the original signature. When each
28 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

1 original, and, when taken together with other signed counterparts, shall constitute one agreement,
2 which shall be binding upon and effective as to all Parties. A facsimile signature shall have the
3 same force and effect as an original signature, if and only if it is transmitted from counsel for one
4 Party to the other. Such transmissions shall be interpreted as verification by the transmitting
5 counsel that the signature is genuine and that the Party signing has authorized and reviewed this
6 Agreement.

7 24.8 Waivers. A waiver by any Party of any breach of this Agreement shall not be
8 deemed or construed a waiver of any other breach, whether prior, subsequent, or
9 contemporaneous, of this Agreement.

10 24.9 Governing Law. This Agreement shall be governed by and construed, enforced,
11 and administered in accordance with the laws of the State of California, without regard for the
12 law of the state regarding conflicts of laws or choice of law. Any orders or judgments entered by
13 the Court in conjunction with the proceedings relating to or arising out of this Agreement shall be
14 construed and enforced under, and all issues relating to the preclusive effect of such orders or
15 judgments shall be determined by, the laws of the State of California relating to the construction,
16 enforcement, and preclusive effect of orders and judgments entered by state courts.

17 24.10 Regulation. In the event that any provision in this Agreement shall be affected by
18 any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether
19 state, federal, or local, such rule, regulation, ordinance, order, directive, or statute shall supersede
20 and take precedence over any such provision of this Agreement to the contrary, and in no event
21 shall Fairway be in violation of this Agreement, nor shall this Agreement be in any way affected
22 should Fairway take any action or change any of its business practices to comply with such state,
23 federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the
24 future.

1 DATED: August ²⁰____, 2021

2 By: 
3 SUSANA VALDEZ

4 Plaintiff

5
6
7 FAIRWAY INDEPENDENT MORTGAGE
CORPORATION

8 DATED: August ____ , 2021

9 By: _____
10 Name:
11 Title:

12
13
14
15 DATED: August ____ , 2021

16 By: _____
17 John P. Zaimes
18 On behalf of FAIRWAY INDEPENDENT
19 MORTGAGE CORPORATION
20 Defendant

21 DATED: August 24, 2021

22 By: 
23 _____
24 Class Counsel
25 AEGIS LAW FIRM, PC

1 DATED: August ____, 2021

2

By: _____
SUSANA VALDEZ

3

Plaintiff

4

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7

FAIRWAY INDEPENDENT MORTGAGE
CORPORATION

8

DATED: August ____, 2021

9

DocuSigned by:
David Romness
By: _____
09F247E3FDA447A
Name: David Romness
Title: Senior Counsel

10

11

12

13

14

15 DATED: August 24, 2021

16

By: _____
John P. Zames
John P. Zames
On behalf of FAIRWAY INDEPENDENT
MORTGAGE CORPORATION
Defendant

17

18

DATED: August ____, 2021

19

20

By: _____
Class Counsel
AEGIS LAW FIRM, PC

21

22

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FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Plaintiff Susan Valdez and Defendant Fairway Independent Mortgage Corporation (the “Parties”) executed the Settlement Agreement and Release (“Agreement”) on August 24, 2021, subject to the Approval of the Court;

WHEREAS, following the execution of this Agreement, the Parties noticed that there was an error in the causes of action listed in Paragraph 2.4 of the Agreement;

WHEREAS, the Parties desire to amend the Agreement to correct this error.

NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the Parties:

1. Paragraph 2.4 of the Agreement is amended to state the following: “The Actions broadly allege that Fairway (1) failed to pay overtime; (2) failed to provide meal periods; (3) failed to permit rest breaks; (4) failed to pay all wages due within the required time and upon separation of employment; (5) failed to furnish accurate wage statements; (6) violation of Business and Professions Code Section § § 17200, et seq. Plaintiff also plead derivate claims under the Labor Code Private Attorneys General Act (“PAGA”).”

DATED: September ³⁰ ___, 2021

By: _____

SUSANA VALDEZ
Plaintiff

DocuSigned by:
SUSANA VALDEZ
EC9BE95B4305413...

DATED: September ___, 2021

FAIRWAY INDEPENDENT MORTGAGE
CORPORATION

By: _____

Name:
Title:

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Plaintiff Susan Valdez and Defendant Fairway Independent Mortgage Corporation (the “Parties”) executed the Settlement Agreement and Release (“Agreement”) on August 24, 2021, subject to the Approval of the Court;

WHEREAS, following the execution of this Agreement, the Parties noticed that there was an error in the causes of action listed in Paragraph 2.4 of the Agreement;

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DATED: September ___, 2021

By: _____
SUSANA VALDEZ
Plaintiff

9/24/2021
DATED: September ___, 2021

FAIRWAY INDEPENDENT MORTGAGE
CORPORATION

DocuSigned by:
David Romness
By: _____
Name: David Romness
Title: Senior Counsel

1 DATED: September 24, 2021

2 By: 

3 JOHN P. ZAIMES

4 ROXANNE M. WILSON

5 Attorneys for Defendant

6 FAIRWAY INDEPENDENT MORTGAGE
CORPORATION

7 DATED: September 30, 2021

8 By: 

9 Class Counsel

10 AEGIS LAW FIRM, PC