

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is effective as of July 19, 2024, and is entered into by and among the following parties: Plaintiffs Jamie Jweinat and Richard Lechleitner (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below), and loandepot.com, LLC (“loanDepot” or “Defendant”). Plaintiffs and loanDepot are referred to collectively in this Agreement as the “Parties.”

### **I. RECITALS**

1.01 On September 21, 2022, Plaintiffs filed a complaint in the United States District Court for the Northern District of California entitled *Jamie Jweinat and Richard Lechleitner v. loandepot.com, LLC*, Case No. 3:22-cv-05387-VC (the “Federal Class Action”). The Federal Class Action complaint alleged that loanDepot violated the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* (the “EFTA”) by failing to provide Plaintiffs with copies of their written preauthorized electronic fund transfers. Plaintiffs also alleged a derivative claim under the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”).

1.02 On December 8, 2022, Defendant filed a motion to dismiss the Federal Class Action under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) based on Plaintiffs’ lack of Article III standing and failure to allege statutory standing under the UCL. The Federal Class Action was dismissed without prejudice on February 14, 2023, for lack of subject matter jurisdiction due to Plaintiffs’ lack of injury in fact.

1.03 On March 14, 2023, Plaintiffs re-filed their complaint (the “Complaint”) in the Superior Court of California, County of San Francisco, asserting virtually identical allegations and causes of action. (*Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514 (the “Action”).)

1.04 loanDepot has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in the Action, (b) that Plaintiffs and the class they seek to represent have suffered any damages or injuries, and (c) that the Action satisfies the requirements to be tried as a class action.

Nonetheless, given the risks, uncertainties, burden, and expense of continued litigation, loanDepot has concluded, without any admission of any kind or nature as to the allegations in the Complaint, that it is desirable and beneficial that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.

1.05 This Agreement resulted from good-faith, arm's-length settlement negotiations, including a full-day mediation session before the Hon. Suzanne Segal, Ret. Prior to that session, loanDepot provided informal discovery pursuant to California Evidence Code sections 1119 and 1152, including information about the approximate size of the proposed putative class and other documents. loanDepot has further agreed to use reasonable best efforts to cooperate with Plaintiffs to provide reasonable assurances regarding its methodology for determining the membership and size of the Settlement Class (as defined below).

1.06 Class Counsel conducted a thorough examination and evaluation of the relevant law and facts (including engaging in the discovery described in Section 1.05 above) to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the Settlement Class to be established as part of the settlement in the Action. Based on this investigation and the negotiations described above, and under the assumption that the information regarding the membership and size of the Settlement Class currently known to Plaintiffs is confirmed through the cooperation of loanDepot, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of this litigation, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.07 The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the full, complete, and final settlement and compromise of all disputed claims. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or admission by any of the Parties of the validity or lack thereof of any claim, allegation,

or defense asserted in the Action or in any other Action. This Agreement is only admissible as evidence in connection with efforts to enforce the terms of the Agreement.

1.08 The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## II. DEFINITIONS

2.01 “Action” means *Jamie Jweinat and Richard Lechleitner v. loandepot.com, LLC*, Case No. CGC-23-60514.

2.02 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release.

2.03. “Approved Claims” means claims that have been timely submitted and approved for payment.

2.04 “Claims Administrator” shall mean Postlethwaite & Netterville, APAC.

2.05 “Claims Deadline” means the deadline by which Settlement Class Members must submit claims, but claims submitted after the Claims Deadline will not be timely and will not qualify for approval pursuant to Section X. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.02 of this Agreement.

2.06 “Class Counsel” means Todd Friedman and Adrian Bacon of the Law Offices of Todd M. Friedman, P.C.

2.07 “Class Period” means the period from September 21, 2021 through October 6, 2023, inclusive.

2.08 “Class Representatives” means Plaintiffs Jamie Jweinat and Richard Lechleitner.

2.09 “Court” shall mean the Superior Court for the County of San Francisco and the Honorable Judge to which the Action is assigned.

2.10 “Effective Date” shall have the meaning specified in Section XIII of this Agreement.

2.11 “EFTA” means the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.*, and any regulations or rulings promulgated under it.

2.12 “Email Notice,” the proposed form of which is attached hereto as Exhibit D, means the direct email notice to be sent to certain persons in the Settlement Class pursuant to Section 8.03.

2.13 “Federal Class Action” means *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC.*, Case No. 3:22-cv-05387-KAW, the original complaint filed in the Northern District of California.

2.14 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the settlement set forth in this Agreement as fair, reasonable and adequate.

2.15 “Final Approval Order” means the Court’s Order entered in connection with the Final Approval Hearing, which approves this Settlement Agreement, provides for the release of the Released Claims, and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of incentive awards to Plaintiffs as Class Representatives, and Class Counsel’s attorney’s fees and expenses. The Parties’ proposed form of Final Approval Order is attached hereto as Exhibit A.

2.16 “Final Distribution Date” means the date set forth in Section 8.04.

2.17 “Funding Date” means the date which is no later than fourteen (14) business days after the Effective Date, on which Defendant shall cause a payment to be made to establish the Settlement Fund pursuant to Section 7.03.

2.18 “Individual Settlement Amount” means a one-time distribution payment to Qualified Settlement Class Members pursuant to Section 4.03.

2.19 “Maximum Payment” means a total payment of no more than One Million Twenty Five Thousand Dollars (\$1,025,000), which Defendant will be required to make pursuant to this Agreement. The Maximum Payment shall be made as set forth in Section 4.01, and under no circumstances shall Defendant be required to pay any amount in excess of \$1,025,000 in order to resolve the Action, regardless of the nature, designation, or identification of such amounts.

2.20 “Notice” means the notices to be provided to the Settlement Class as set forth in Section VIII, including, without limitation, the “Long Form Notice” to be posted on the settlement website as set forth in Section 8.01(a), the “Short Form Notice” to certain Class Members as provided for in Section 8.02, the “Email Notice” to certain Class Members as provided for in

Section 8.03, and the “Publication Notice” provided for in Section 8.04. Proposed forms of the Long Form Notice, the Short Form Notice, the Email Notice, and the Publication Notice are attached hereto as Exhibits B, C, D, and E respectively.

2.21 “Objection Deadline” means the deadline for persons in the Settlement Class to file and serve objections to the settlement pursuant to Section 11.02; objections filed and served after the Objection Deadline will not be timely and will not be considered. The Objection Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.01.

2.22 “Opt-Out Deadline” means the deadline for individuals in the Settlement Class to opt out pursuant to Section 11.01; attempts to opt out after the Opt-Out Deadline will not be timely and will not be effective. The Opt-Out Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.01.

2.23 “Persons” means individuals, corporations, partnerships, limited partnerships, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

2.24 “Plaintiffs” means Jamie Jweinat and Richard Lechleitner.

2.25 “Preliminary Approval Order” means the Court’s Order entered in connection with the Preliminary Approval Hearing, preliminarily approving this Agreement and the settlement. The Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit F.

2.26 “Publication Notice” means the form of notice to be published in a general publication that reaches the entire United States pursuant to Section 8.04, the proposed form of which is attached hereto as Exhibit E.

2.27 “loanDepot” means Defendant loanDepot.com, LLC.

2.28 “Long Form Notice” means the long-form notice containing questions and answers relating to the terms of the settlement, which will be made available on the settlement website as described in Section 8.01, the proposed form of which is attached hereto as Exhibit B.

2.29 “Qualified Settlement Class Member” means a Settlement Class Member who submits a claim for monetary relief under Section IX that meets the requirements of Section 9.4

and is approved pursuant to Section 10.01.

2.30 “Released Claims” means those claims defined at Section 14.01(A).

2.31 “Released Parties” means: (i) loanDepot and its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; and (ii) the outsourced vendors that loanDepot utilized to debit funds from the Settlement Class and their respective past, present and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives.

2.32 “Settlement Administration Costs” means costs incurred by the Claims Administrator in carrying out their responsibilities in settlement administration, including, but not limited to, giving notice, setting up and maintaining the settlement website and toll-free telephone number, fielding inquiries about the settlement, processing claims, acting as a liaison between individuals in the Settlement Class and the Parties regarding claims information, approving claims, rejecting any claim form where there is evidence of fraud, directing the mailing of Individual Settlement Amounts to Qualified Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing.

2.33 “Settlement Class” means all persons in the United States whose bank accounts were debited on a reoccurring basis by Defendant without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter.

2.34 “Settlement Class Members” means those persons who are members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.33 above, and who do not timely and validly request exclusion from the Settlement Class.

2.35 “Settlement Costs” means Settlement Administration Costs, any attorneys’ fees awarded to Class Counsel by the Court, any incentive payments awarded to Plaintiffs by the Court, fees of a special master for settlement approval should one be appointed by the Court, and any taxes or tax-related expenses incurred by or in connection with the creation of the Settlement Fund, all of which shall be within, and not in addition to, the Settlement Fund.

2.36 “Settlement Fund” shall have the meaning set out in Section 4.01.

2.37 “Short Form Notice,” the proposed form of which is attached hereto as Exhibit C, means the short-form notice to be sent to certain persons in the Settlement Class pursuant to Section 8.02.

2.38 “UCL” means the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

### **III. CLASS COUNSEL AND CLASS REPRESENTATIVES**

3.01 Class Representatives and Class Counsel Appointment. For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Plaintiffs Jamie Jweinat and Richard Lechleitner as Class Representatives for the Settlement Class. For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Class Counsel for the Settlement Class as follows: Todd Friedman and Adrian Bacon from the Law Offices of Todd M. Friedman, P.C.

### **IV. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

4.01 Total Payment/Amount Paid Per Approved Claim. loanDepot shall pay \$1,025,000 (the “Maximum Payment”) via a common fund (the “Settlement Fund”) to settle the Action and obtain a release of all Released Claims in favor of Defendant and the Released Parties. The Settlement Fund shall be used to pay Settlement Costs and amounts to be paid to Qualified Settlement Class Members under Section VII of the Agreement in the manner set forth in Section 7.04 herein. After the Settlement Costs are deducted from the Settlement Fund, the remaining amount shall be used to pay each Qualified Settlement Class Member. After the Effective Date, loanDepot shall have no reversionary interest in any portion of the Settlement Fund, and any unclaimed portion of the Settlement Fund, as well as any sums allocated to settlement checks that

have not been cashed within 180 days of issuance, shall be paid to one or more *cy pres* recipients as described below in Section 7.04(f).

4.02 Qualifying for Payment. Persons in the Settlement Class shall be entitled to submit a claim for a monetary payment. To qualify for a monetary payment, a claim must be timely submitted and must meet the requirements for a claim to be approved, as set forth in Sections X and XI below.

4.03 Distribution of Funds to Qualified Settlement Class Members. Each Qualified Settlement Class Member shall receive a one-time distribution payment (“Individual Settlement Amount”) from the Settlement Fund after the Settlement Costs are covered, by way of a check issued by the Claims Administrator. The funds represented by the check for the Individual Settlement Amount shall not become the property of any individual Qualified Settlement Class Member unless and until the check representing those funds is cashed. The Claims Administrator shall calculate the Individual Settlement Amount by taking the Settlement Fund (A), subtracting from it the amount of the Settlement Costs (B), and dividing this difference by the number of Qualified Settlement Class Members (C), as represented in the following formula.

$$\text{Individual Settlement Amount} = \frac{(A-B)}{C}$$

**V. ATTORNEYS’ FEES, COSTS, AND PAYMENT TO CLASS REPRESENTATIVES**

5.01 Attorneys’ Fees and Costs. Class Counsel will move the Court for an award of attorneys’ fees and expenses to be paid solely from the Settlement Fund. Class Counsel agrees that their request for attorneys’ fees will not exceed 33.33 percent (33.33%) of the total Settlement Fund of \$1,025,000, and their request for reimbursement of actual expenses incurred by Class Counsel litigating the Action will not exceed \$15,000. Class Counsel further agrees that if the Court awards attorneys’ fees in an amount greater than that requested, then Class Counsel will not accept any amount greater than requested but will instead allow the excess fees to remain in the



Settlement Fund. Class Counsel likewise agrees that if the Court awards expenses in an amount greater than \$15,000, then Class Counsel will not accept any amount above \$15,000 but will instead allow the excess expenses to remain in the Settlement Fund. The amount of any attorneys' fees and expenses approved by the Court shall be paid from the Settlement Fund and not in addition thereto. Within five (5) business days of the Funding Date and after receipt of payees' completed W-9 forms, the Claims Administrator shall pay to Class Counsel the amount of attorneys' fees and expenses awarded to Class Counsel by the Court, in the manner directed by written instructions from Class Counsel. Class Counsel agree to defend and hold loanDepot harmless from any claim regarding the distribution or division of any award of attorneys' fees and expenses to Class Counsel, and any claim that the term "Class Counsel" fails to include any counsel, person, or firm who claims that they are entitled to a share of any attorneys' fees or expenses awarded to Class Counsel in this lawsuit. loanDepot shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel (including any potential objectors or counsel representing a Settlement Class Member individually) other than what is expressly provided for in this Agreement.

5.02 Payment to Plaintiffs as Class Representatives. Plaintiffs, as Class Representatives, will move the Court for an incentive award for the time and effort they have personally invested in this Action. Plaintiffs agree that their request for an incentive award will not exceed \$10,000 each. Plaintiffs further agree that if the Court awards an incentive award in an amount greater than \$10,000 each, then Plaintiffs will not accept any amount above \$10,000 each but will instead allow the excess award to remain in the Settlement Fund. The amount of any incentive award approved by the Court shall be paid from the Settlement Fund and not in addition thereto. Within five (5) business days of the Funding Date and after receipt of payees' completed W-9 forms, the Claims Administrator shall pay to Plaintiffs' counsel any incentive award granted by the Court, in the manner directed by written instructions by Class Counsel, and Class Counsel shall disburse such funds to Plaintiffs.

5.03 Settlement Independent of Award of Fees, Expenses, and Incentive Payments. The payments of attorneys' fees, expenses, and incentive payments set forth in Sections 5.01 and 5.02 are subject to and dependent upon the Court's approval of the settlement as fair, reasonable, adequate, and in the best interests of Settlement Class. This settlement is not dependent upon the

Court's approving Plaintiffs' or Class Counsel's requests for such payments or awarding the particular amounts sought by Plaintiffs or Class Counsel. In the event the Court approves the settlement but declines to award Class Counsel's fees and expenses, or Plaintiffs' incentive award, in the amount requested by Class Counsel, the settlement will nonetheless be binding on the Parties and the Settlement Class Members.

## **VI. PRELIMINARY APPROVAL**

6.01 Settlement Class Certification. The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. loanDepot denies that Plaintiffs' claims could be certified as a class action if this case were to proceed in litigation, and preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a litigation class would be appropriate, and no doctrine of waiver, estoppel, or preclusion may be asserted in any proceedings involving loanDepot on that basis. loanDepot expressly reserves the right to challenge class certification in further proceedings in this Action if the settlement is not finalized or finally approved. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

6.02 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit F. Pursuant to the motion for preliminary approval, the Plaintiffs will request that the Court:

- A. Conditionally certify the Settlement Class for settlement purposes only;
- B. Conditionally appoint Class Counsel as counsel for the Settlement Class for settlement purposes only and conditionally appoint Plaintiffs as Class Representatives;

C. Preliminarily approve the settlement and this Agreement as fair, adequate and reasonable, and within the reasonable range of possible final approval;

D. Approve the form of Notice and find that the notice program set forth herein constitutes the best notice practicable under the circumstances;

E. Authorize dissemination and publication of the Notice to the Class consistent with the notice program;

F. Set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and,

G. Set appropriate deadlines, including the deadline for loanDepot to provide the list of persons in the Settlement Class to the Claims Administrator (fourteen (14) days after entry of Preliminary Approval Order), the deadline for the Short Form Notice to be distributed (thirty (30) days after entry of Preliminary Approval Order), the Objection Deadline (ninety (90) days after entry of the Preliminary Approval Order), the Opt-Out Deadline (ninety (90) days after entry of the Preliminary Approval Order), the Claims Deadline, or last day for Settlement Class Members to submit claims for review (one hundred thirty-five (135) days after entry of Preliminary Approval Order), deadlines for filing papers in connection with the Final Approval Hearing, and the Funding Date, or deadline for loanDepot to fund the Settlement Fund (fourteen (14) business days after the Effective Date); and

I. Enjoining all Settlement Class Members from prosecuting separate actions against loanDepot asserting any of the claims alleged in the Action.

## **VII. ADMINISTRATION AND NOTIFICATION PROCESS**

7.01 Third-Party Claims Administrator. The Claims Administrator shall be responsible for all matters relating to the administration of this settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice, setting up and maintaining the settlement website and toll-free telephone number, fielding inquiries about the settlement, processing claims, acting as a liaison between individuals in the Settlement Class and the Parties regarding claims information, approving claims, rejecting any claim form where there is evidence of fraud, directing the mailing of Individual Settlement Amounts to Qualified Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims

Administrator will provide monthly updates on the status of the foregoing activities to counsel for all Parties. The Claims Administrator's determination of whether a claim is valid shall be binding. No person shall have any claim against the Claims Administrator, Class Counsel, Plaintiffs, loanDepot, and/or loanDepot's counsel based on distributions of benefits to Settlement Class Members.

7.02 Payment of Settlement Administration Costs. loanDepot shall make advance payments to cover reasonable Settlement Administration Costs that are incurred prior to the creation of the Settlement Fund on the Funding Date. Class Counsel agree to secure an agreement from the Claims Administrator to cap the total Settlement Administration Costs at \$190,000.

The Claims Administrator shall provide an estimate of the amount of costs required to provide notice, establish the settlement website, and establish a toll-free telephone number, as well as any other initial administration costs, to the Parties. loanDepot shall pay the estimated initial amount to the Claims Administrator within fourteen (14) business days of entry of the Preliminary Approval Order. After that initial advance of Settlement Administration Costs by loanDepot, the Claims Administrator shall bill loanDepot on a monthly basis for the reasonable additional costs associated with settlement administration until such time as the Settlement Fund is established. Any amounts paid by loanDepot as part of the initial advance described above that are not incurred by the Claims Administrator shall be deducted from future billings by the Claims Administrator. The Claims Administrator shall maintain detailed records of the amounts spent on settlement administration and shall provide those to the Parties on a monthly basis.

At such time that loanDepot funds the Settlement Fund, all amounts previously paid to the Claims Administrator by loanDepot shall be deducted from the Maximum Payment that loanDepot is required to pay to create the Settlement Fund. After loanDepot has created the Settlement Fund and paid out the balance of the Maximum Payment required under this settlement, Defendant shall have no further obligation to pay any amount under this settlement, and any additional Settlement Costs (including Settlement Administration Costs) shall be paid out of the Settlement Fund.

In the event of this Agreement's termination, loanDepot shall be entitled to the prompt return of any payments made for expenses not yet incurred by the Claims Administrator, but will not have the right to seek reimbursement from either Plaintiffs, Class Counsel, or the Claims

Administrator for any expenses actually incurred by the Claims Administrator in effectuating notice.

7.03 Payment for Approved Claims and Remaining Settlement Costs. Within fourteen (14) business days after the Effective Date (the “Funding Date”), Defendant shall provide funds to the Claims Administrator in an amount equal to the difference between what has been paid to the Claims Administrator to that date and the full amount of the Maximum Payment. The Settlement Fund shall be maintained by an escrow agent, and shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process.

7.04 Distribution of the Settlement Fund. The Claims Administrator shall distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

- (a) First, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay taxes and tax-related expenses, if any, or, at the Claims Administrator’s discretion, it shall reserve an amount of the Settlement Fund sufficient to pay taxes and tax-related expenses as described in Section XVII;
- (b) Next, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay to the Plaintiffs any incentive awards ordered by the Court, as described in Section 5.02;
- (c) Next, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay to Class Counsel any award of attorneys’ fees, costs, or expenses ordered by the Court, as described in Section 5.01;
- (d) Next, no later than twenty (20) business days after the Funding Date, the Claims Administrator shall be paid for any unreimbursed Settlement Administration Costs;
- (e) Next, no later than thirty (30) business days after the Funding Date, the Claims Administrator shall pay monetary benefits to Qualified

Settlement Class Members pursuant to Sections IX and X;

- (f) Finally, on the Final Distribution Date, which is the earlier of (i) the date as of which all the checks to Qualified Settlement Class Members have been cashed or (ii) 210 days after the date on which the last check to a Qualified Settlement Class Member was issued, the Claims Administrator shall pay any amount remaining in the Settlement Fund Account from uncashed settlement checks to one or more *cy pres* recipients that are agreed upon by the Parties and approved by the Court. The parties designate Habitat for Humanity of Orange County as the *cy pres* recipient.

### **VIII. NOTICES**

8.01 Settlement Website. No later than fourteen (14) days after entry of the Preliminary Approval Order, the Claims Administrator shall:

- (a) Create a settlement website in both English and Spanish, which shall be operative no later than the first date that the Publication Notice is published, and which shall contain downloadable copies of the Preliminary Approval Order, Long Form Notice, Settlement Agreement, Short Notice (which includes the claim form), Email Notice, and, when filed, Class Counsel's motions for an attorneys' fees and expenses award and for incentive payments to Plaintiffs for acting as Class Representatives; and
- (b) Post on the settlement website any subsequent notices agreed to by the Parties, and rulings issued by the Court.

8.02 Notice to Class – Direct Mail Notice to Certain Class Members.

- (a) No later than fourteen (14) days after entry of the Preliminary Approval Order, loanDepot shall deliver to the Claims Administrator physical addresses, to the extent in loanDepot's records, that are believed to be associated with the individuals identified in loanDepot's records as members of the Settlement

Class.

- (b) No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall provide notice, in the form of the Short Form Notice, via first class postcard to the addresses obtained through the process set forth above. The notice shall be substantially the same as the proposed Short Form set forth in Exhibit C, subject to the Court's approval, provided, however, that the Parties shall have the discretion to make agreed-upon non-material minor revisions to the notice before mailing.

8.03 Notice to Class – Direct Email Notice to Certain Class Members.

- (a) No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Claims Administrator email addresses, to the extent in loanDepot's records, that are believed to be associated with the individuals identified in loanDepot's records as members of the Settlement Class.
- (b) No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall provide notice by email to the email addresses obtained through the process set forth above. The notice shall be substantially the same as the proposed Email Notice set forth in Exhibit D, subject to the Court's approval, provided, however, that the Parties shall have the discretion to make agreed-upon non-material minor revisions to the notice before the Email Notice is distributed.

8.04 Publication Notice. No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall cause a notice substantially in the form of the Publication Notice set forth in Exhibit E, subject to the Court's approval, in a general publication that reaches the entire United States, such as PR Newswire.

8.05 Toll-Free Telephone Number. No later than fourteen (14) days after entry of the Preliminary Approval Order, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the settlement. That telephone number shall be maintained

until sixty (60) days after the Claims Deadline. After that time, and for a period of 90 days thereafter, either a person or a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and the details regarding the settlement may be reviewed on the dedicated settlement website.

## **IX. CLAIMS PROCESS**

9.01 Potential Claimants. Each person in the Settlement Class who does not timely and validly request exclusion from the settlement as required in this Agreement shall be a Settlement Class Member, bound by this release. Each Settlement Class Member shall be entitled to make only one claim. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the timeframes set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order.

9.02 How to Make a Claim. Members of the Settlement Class can be identified by loanDepot's records, and are qualified for inclusion and participation in the settlement if they submit a timely and valid claim form to the Claims Administrator. Notarization of the claim form is not required.

9.03 Identification of Payees. Within thirty (30) days after the later of (1) the Claims Deadline or (2) resolution of all disputes over claimants (including loanDepot's option to research the claims), the Claims Administrator will provide a list to Defendant, Class Counsel, and loanDepot's counsel showing the name, address, and Social Security Number or Taxpayer ID for each Settlement Class Member who will receive Individual Settlement Amounts from the Settlement Fund.

9.04 Requirements for Approval. To obtain an Individual Settlement Amount under Section 4.03, a Settlement Class Member must, in addition to following the procedures set forth in Section 10.02, provide a current address to which the Individual Settlement Amount may be mailed.



## **X. CLAIM REVIEW PROCESS**

10.01 Review of Claims. Each person in the Settlement Class who submits a timely and complete claim form shall have their claim reviewed by the Claims Administrator. The Claims Administrator shall review the claims and will make all determinations regarding the sufficiency and validity of Claims. If a person's claim is approved, such person will be said to have an Approved Claim, and is a Qualified Settlement Class Member. If necessary, the Claims Administrator will consult with Class Counsel and loanDepot's counsel to answer any questions or resolve any disputes that arise regarding the validity of claims.

10.02 Notification to Class Members. The Claims Administrator will notify each Qualified Settlement Class Member that his or her claim has been approved and inform the Qualified Settlement Class Member of the amount of the check that he or she will be receiving. The Claims Administrator shall also notify each person who submitted a claim form but whose claim is not approved. Once the checks have been provided to all Qualified Settlement Class Members, the Claims Administrator shall post a notice on the settlement website stating that all consideration due under the settlement has been paid.

10.03 Mailing of Settlement Check. Settlement checks to distribute Individual Settlement Amounts shall be sent to Qualified Settlement Class Members by the Claims Administrator via U.S. mail no later than thirty (30) days after the Effective Date. If any settlement checks are returned, the Claims Administrator shall attempt to obtain a new mailing address for that Settlement Class Member by (a) checking each address against the United States Post Office National Change of Address Database; (b) conducting a reasonable search to locate an updated address for any Settlement Class Member whose settlement check is returned as undeliverable; (c) updating addresses based on any forwarding information received from the United States Post Office; and (d) updating addresses based on any requests received from Settlement Class Members. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Claims Administrator to resend the check.

The Claims Administrator shall advise Class Counsel and loanDepot's counsel of the names of the Qualified Settlement Class members whose checks are returned by the postal service as soon as practicable.

Each settlement check will be negotiable for one hundred eighty (180) days after it is issued. Any funds not paid out as the result of uncashed settlement checks shall be paid out as a *cy pres* award, to one or more recipients agreed to by the Parties and approved by the Court, as set forth in Section 7.04(f), if and when that occurs.

## **XI. OPT-OUTS AND OBJECTIONS**

11.01 Opting Out of the Settlement. Any person in the Settlement Class who wishes to exclude themselves from the Settlement Class (“opt out”) must advise the Claims Administrator in writing of that intent, and their opt-out request must be postmarked to the designated Post Office box established by the Claims Administrator no later than the Opt-Out Deadline. The Claims Administrator shall provide the Parties with copies of all opt-out requests it receives and shall provide a list of all persons who timely and validly opted out of the settlement in their declaration filed with the Court, as required by Section 12.01. Members of the Settlement Class who do not properly and timely submit an opt-out request will be bound by this Agreement and the judgment, including the releases in Section XIV below, and are Settlement Class Members.

A. In the written request for exclusion, the person exercising their right to opt out must (a) state his or her full name, address, and telephone number; (b) include an unequivocal statement in the written request for exclusion that he or she wishes to be excluded from the settlement in the Action, identifying it by name and number (*e.g., Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC, Case No. CGC-23-60514*); and (c) provide his or her original signature.

B. Any person who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement, nor any further orders or judgments entered for or against the Settlement Class. All members of the Settlement Class who validly opt out will not be eligible to receive any benefits under the settlement but will preserve their ability to independently pursue any claims they may have against loanDepot.

C. After the expiration of the Opt-Out Deadline, the Parties shall submit a list of valid opt-outs to the Court at or before the Final Approval Hearing.

D. If loanDepot determines that any ambiguity exists as to whether a person’s

communication constitutes a request to opt out, the Parties shall, if possible, resolve such ambiguity by agreement and shall inform the Court of their position at or prior to the Final Approval Hearing. loanDepot's counsel or Class Counsel may dispute an exclusion request, and the Parties shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position at or prior to the Final Approval Hearing. The Court shall retain jurisdiction to resolve any disputed exclusion requests.

E. Any person in the Settlement Class who does not timely comply with all requirements for opting out contained in this Agreement, and is otherwise a member of the Settlement Class, shall be a Settlement Class Member, bound by this Agreement, this settlement, and the Release set forth in Section XIV herein, whether or not such Settlement Class Member objected to the settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

11.02 Objections. Any Settlement Class Member who intends to object to the fairness of this settlement must file a written objection with the Court no later than the Objection Deadline and simultaneously provide a copy to Class Counsel and counsel for loanDepot at the addresses set forth in the Section 18.16 herein. Any Settlement Class Member may object to, among other things, (a) the proposed settlement, (b) entry of the Final Approval Order and the judgment approving the settlement, (c) Class Counsel's request for attorneys' fees and expenses, or (d) Plaintiffs' request for incentive payments.

A. In the written objection, the Settlement Class Member must state his or her full name, current address, telephone number, the reasons for his or her objection, the name and number of the Action (*e.g., Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514 ), whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the objection must also be attached to such written objection, and if the Settlement Class Member intends to call witnesses at the Final Approval Hearing, those witnesses must be identified, including providing each witness's name, address, and telephone number in the written objection. Objections must be physically signed by the person objecting but need not be notarized.

B. Any Settlement Class Member who has timely filed a valid written objection, as provided for above, may appear at the Final Approval Hearing, either on his or her

own behalf or through an attorney hired at such person's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement, the settlement, entry of the Final Approval Order and judgment, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' request for incentive payments. If the attorney of a Settlement Class Member intends to make an appearance at the Final Approval Hearing, such attorney must: (a) file a notice of appearance with the Court no later than ten (10) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (b) serve a copy of such notice of appearance on all counsel for all Parties. Any Settlement Class Member who fails to comply with the provisions of this Section 11.02 shall waive and forfeit any and all rights to appear separately (including at the Final Approval Hearing) and/or to object, and shall be bound by all the terms of this settlement, and by all proceedings, orders, and judgments in the litigation.

## **XII. FINAL APPROVAL AND JUDGMENT ORDER**

12.01 No later than fourteen (14) calendar days prior to the Final Approval Hearing, Class Counsel and loanDepot shall cause the Claims Administrator to file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

12.02 If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, no later than fourteen (14) calendar days prior to the Final Approval Hearing:

A. The Parties shall both request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as Exhibit A, with Class Counsel filing a memorandum of points and authorities in support of the motion.

B. Counsel for the Class and loanDepot may file a memorandum addressing any objections submitted to the settlement.

12.03 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the settlement should be finally approved as fair, reasonable and adequate, whether any objections to the settlement should be overruled, whether the fee award and incentive payments to the Plaintiffs should be approved, and whether a judgment finally approving the settlement should be entered.

12.04 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

- A. Finds that the Notice provided satisfies the requirements of due process;
- B. Finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;
- C. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the releases and covenants in Section XIV, and that this Settlement Agreement should be and is finally approved;
- D. Dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted against loanDepot in the Action, with each Party waiving all rights to appeal and waiving all rights to seek reimbursement of attorneys' fees or costs (except as expressly provided in this Agreement);
- E. Permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against loanDepot or the Released Parties; and
- F. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this settlement.

### **XIII. FINAL JUDGMENT**

13.01 The "Effective Date" shall mean one (1) business day after the occurrence of the last of all of the following events:

- A. The Court enters a Final Approval Order and Judgment that are consistent with Section XII and that: (i) dismisses all claims in the Action with prejudice; and (ii) finally approves settlement of the Action without any material modification of the terms of this Agreement; and
- B. Either: (i) thirty (30) days have passed after entry of the judgment described in Section 13.01(A) above and no appeal is taken after the judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or Final Approval Order or to toll the time for appeal of the judgment

or Final Approval Order; OR (ii) all appeals, reconsideration, rehearing, or other forms of review and potential review of the Court's judgment and Final Approval Order are exhausted, and the Court's judgment and Final Approval Order are upheld without any material modification of the terms of this Agreement. Notwithstanding the above in this Section 13.01, any order modifying or reversing any award of attorneys' fees and/or expenses and/or any incentive awards to Plaintiffs shall not affect the calculation of the Effective Date.

#### **XIV. RELEASE OF CLAIMS**

14.01 Released Claims. Plaintiffs and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents, hereby fully, finally, and forever release, resolve, relinquish and discharge all Released Claims (as defined below), including Unknown Claims (as defined below). Further, to the fullest extent permitted by law, each Settlement Class Member and Plaintiffs shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any recovery in any action (in law, in equity, or administratively), suit, debt, lien, or claim, in this or any other forum (other than participation in the settlement as provided herein) arising from or reasonably related to the Released Claims. This release does not apply to persons in the Settlement Class who timely opt out of the settlement.

A. "Released Claims" means any and all past, present, and future claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, proceedings, allegations, assertions of wrongdoing, and requests for reimbursements of any nature whatsoever, whether based on any federal law, state law, municipal law, ordinance, treaty, constitution, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), whether at common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual/fixed or contingent, liquidated or unliquidated, accrued or unaccrued, direct or derivative, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way, or either has been asserted, was asserted, or could have been asserted by any Settlement Class Member against any of the Released Parties with respect to recurring electronic fund transfers, provision of copies of written

preauthorizations therefor, compliance with the notification and documentation requirements and any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising from the recurring electronic fund transfers.

B. Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to “Unknown Claims,” which include any claims that Settlement Class Members, including Plaintiffs, do not know or suspect to exist in their favor at the time that the settlement and the releases contained herein become effective that, if known by such persons, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Members and Plaintiffs further intend to and shall be deemed to have also waived the provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542.

The Settlement Class Members, including Plaintiffs, understand and acknowledge the significance of these waivers of California Civil Code § 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement Class Members, including Plaintiffs, acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that

they now know or believe to be true with respect to the subject matter of the settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims, including Unknown Claims, will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the foregoing waivers are material elements of the Settlement Agreement of which this release is a part.

#### **XV. TERMINATION OF AGREEMENT**

15.01 Either Side May Terminate the Agreement. Plaintiffs and loanDepot shall each have the right to unilaterally terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. An appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. Any Court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or loanDepot reasonably consider material, unless such modification or amendment is accepted in writing by all Parties;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement occurs.

15.02 Termination if Large Number of Opt-Outs. If, at the conclusion of the Opt-Out Deadline, more than 1,000 persons in the Settlement Class have opted out of the settlement, loanDepot shall have, in its sole and absolute discretion, the option to terminate this Agreement within ten (10) calendar days after the Opt-Out Deadline.

15.03 Revert to Status Quo. If either Plaintiffs or loanDepot terminates this Agreement as provided herein, the Agreement shall be of no force and effect, and the Parties’ rights and



defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. Any payments made to the Claims Administrator for services rendered to the date of termination shall not be refunded to loanDepot, but loanDepot shall be entitled to the prompt return of any expenses not yet incurred by the Claims Administrator.

**XVI. NO ADMISSION OF LIABILITY**

16.01 loanDepot has denied and continues to deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. loanDepot has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by loanDepot of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein shall constitute an admission by loanDepot that the Action is properly brought on a class or representative basis, or that a class could be certified in the Action, other than for settlement purposes.

To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of loanDepot or of the truth of any of the allegations in the Action; (ii) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of loanDepot in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal, including but not limited to any litigation instituted by any putative class member who has opted out of the Settlement Class; (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification; and (iv) are not and shall not be deemed to be, and may not be used as, an admission or evidence of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties.

Any of the Released Parties may file the Settlement Agreement and/or the Final Approval Order in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith

settlement, judgment bar, or reduction, or another theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## **XVII. TAXES**

17.01 Qualified Settlement Fund. The Parties agree that the account into which the Settlement Fund is deposited is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. The Claims Administrator shall timely make or cause to be made such elections as necessary or advisable to carry out the provisions of this Section XVII, including, if requested by loanDepot, cooperating in the making of the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the applicable procedures and requirements contained in Treasury regulations promulgated under §468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

17.02 Claims Administrator is “Administrator.” The Claims Administrator shall be designated as the “administrator” of the Settlement Fund in accordance with the Treasury regulations under § 468B of the Code. The Claims Administrator shall timely file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as any elections described in Section 19.01) shall be consistent with this Section XVII and in all events shall reflect that all taxes, including any estimated taxes, interest or penalties, (collectively “Taxes”) with respect to any income of the Settlement Fund shall be paid out of the Settlement Fund as provided in Section 17.03.

17.03 Taxes Paid by Administrator. All Taxes or Tax-related expenses arising in connection with any income of the Settlement Fund, including any Taxes or Tax-related expenses that may be payable by Defendant or any of the other Released Parties with respect to any income of the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, shall be paid by the Claims Administrator from the Settlement Fund in accordance with Section 6.04(a).

17.04 Expenses Paid from Fund. Any expenses reasonably incurred by the Claims Administrator in carrying out the duties described in this Section XVII, including fees of attorneys and/or accountants, shall be paid by the Claims Administrator from the Settlement Fund in accordance with Section 6.04.

17.05 Responsibility for Taxes on Distribution. Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for Taxes or Tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such Taxes and Tax-related expenses shall not be paid from the Settlement Fund.

17.06 Defendant Not Responsible. In no event shall loanDepot or any of the other Released Parties have any responsibility or liability for Taxes or Tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiffs, Settlement Class Members, Class Counsel, or any other person or entity, and the Settlement Fund shall indemnify and hold loanDepot and the other Released Parties harmless for all such Taxes and Tax-related expenses (including Taxes and Tax-related expenses payable by reason of any such indemnification).

## **XVIII. MISCELLANEOUS**

18.01 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the Parties regarding the settlement and supersede all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the settlement of the Action. This Agreement further supersedes all previous agreements made by the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. Except as otherwise provided herein, each party shall bear its own costs.

18.02 Governing Law. This Agreement and any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This Agreement shall further be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

18.03 Non-Waiver of Debts/Obligations Owed by Class Members. The Parties understand and agree that this Settlement Agreement and any terms herein shall not affect in any regard any debt or obligation owed by the Plaintiff or any Settlement Class Member to loanDepot and/or its clients, principals, and their related or affiliated entities. This Settlement Agreement does not operate to waive, extinguish, terminate, reduce, or affect any debt or obligation owed by Plaintiffs or Class Members, and shall not impair or limit any right or cause of action or right to enforce or otherwise collect any underlying debt or amount owed to loanDepot and its clients, principals, and their related or affiliated entities.

18.04 Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiffs and all Settlement Class Members, for purposes of the administration, implementation, and enforcement of this Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

18.05 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

18.06 Headings. Paragraph titles or headings 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.

18.07 Resolution of Disputes. The Parties acknowledge that it is their intent to consummate this Agreement, and shall cooperate in good faith to effectuate and implement all terms and conditions of this Settlement Agreement. The Parties each agree that the settlement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no

Party shall have any liability to any other Party as it relates to the Action, except as set forth herein. Any unresolved dispute regarding the administration, implementation, or enforcement of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

18.08 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. The Parties agree that electronic signatures may be provided and shall have the full force and effect as handwritten signatures. A complete set of executed counterparts shall be filed with the Court.

18.09 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties to the extent allowed by law.

18.10 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.11 Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by a duly authorized agent of each of loanDepot and Plaintiffs.

18.12 Exhibits. The exhibits to this Settlement Agreement are a material part of the settlement and are incorporated into, and made a part of, the Agreement.

18.13 Press Releases. In the event that a Party receives a media or press inquiry about the settlement or the resolution of the Action, the Party may respond by making “no comment.” The Parties shall not issue any other press releases or make any other statements to the media or press.

18.14 Confidentiality. All agreements made relating to the confidentiality of information exchanged in connection with the Action shall survive this Settlement Agreement, including but not limited to those relating to all information exchanged for purposes of mediation.

18.15 Dollar Amounts. All dollar amounts are in United States dollars (USD).

18.16 Notices. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax or hand delivery, postage prepaid, as follows:

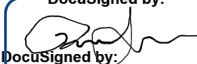
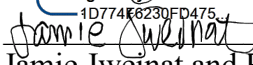
If to Class Counsel:

Todd M. Friedman, Esq.  
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3 Embarcadero Center, 20th Floor  
San Francisco, California 94111-4004  
Telephone: (415) 693-2000  
Facsimile: (415) 693-2222

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 19 day of July, 2024.

DocuSigned by:  
  
DocuSigned by:  
1D774E6230FD475  
  
Jamie Jweinat and Richard Lechleitner,  
Plaintiffs and Class Representatives

Defendant loandepot.com, LLC

By:   
\_\_\_\_\_  
Gregory Smallwood  
Chief Legal Officer

**APPROVED AS TO FORM:**

*Todd M. Friedman*

\_\_\_\_\_  
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