

**Notice of Proposed Class Action**

Superior Court of California, County of Sacramento

*Tadena v. Guaranteed Rate, Inc.*, Case No. 34-2018-00232323

You May Be Entitled To Receive Money From A Class Action Settlement If You Are or Were An Employee Of Guaranteed Rate, Inc. At Anytime From March 28, 2013 to August 28, 2018

A state court permitted this notice. This is not an advertisement.  
You are not being sued. Your legal rights are affected, whether you act or not.

Please read this notice carefully.

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**1. Why Should You Read This Notice?**

This notice tells of your rights to share in the settlement and your ability to “opt out” of, or object to, the settlement. On August 28, 2018, Judge David I. Brown directed that you receive this notice as modified by Judge Jill H. Talley on November 8, 2018.

You have received this notice because records indicate that you are a Settlement Class Member in this lawsuit. The settlement will resolve all claims described below.

On February 1, 2019, at 2:00 p.m., the Court will hold a Final Approval Hearing concerning the proposed settlement in Sacramento Superior Court located at 813 6<sup>th</sup> Street, Sacramento, CA 95814, Department 53.

**2. What Is The Case About?**

A putative class action lawsuit entitled *Benita Tadena v. Guaranteed Rate, Inc.* was filed on May 2, 2018 in Sacramento Superior Court, Case No. 34-2018-00232323 (the “Action”), alleging that Guaranteed Rate, Inc. (“GRI”) violated California law by failing to properly indemnify employees for their reimbursable expenses, failing to provide properly itemized wage statements, failing to timely pay employees upon termination, improperly calculating commissions and bonuses, and unlawfully deducting wages from employees.

GRI denies the allegations raised in the Action, and asserts that it did not violate the law and has no liability for any of the Settlement Class Members’ claims under any statute, wage order, regulation, common law, or equitable theory.

**3. What Is This Notice About?**

You may be entitled to receive money from a settlement that has been reached in the lawsuit. The Court must finally approve the terms of the settlement described below as fair and reasonable to the class. The settlement will affect all members of the class, including you. This notice will explain the terms of the settlement and the amount of money you may get.

**4. Who Are The Parties In This Class Action?**

Benita Tadena is the Plaintiff in this class action lawsuit, acting on behalf of herself and on behalf of certain current and former GRI employees in California. GRI is the Defendant.

The “Settlement Class” is comprised of all persons who are currently employed, or formerly have been employed, by GRI in California as divisional managers, regional managers, branch managers and loan officers, and in other comparable positions, at any time between March 28, 2013 and August 28, 2018, and who do not timely opt out of the settlement.

You have been identified as a member of the Settlement Class.

**5. Why Did Guaranteed Rate, Inc. Join In This Notice?**

GRI does not admit to any of the claims alleged in the Action. GRI denies the allegations in the Action, and denies that it owes money for any of the claims alleged in the Action. GRI also believes that there is an enforceable arbitration clause in your employment contract. GRI is settling the Action as a compromise, in order to save attorneys’ fees and costs and to avoid the uncertainties of litigation. GRI reserves the right to object to any claims made in the Action if for any reason the settlement fails. The Court file has the settlement documents with more information on the Action.

**6. Who Are The Attorneys Representing The Parties?**

Attorneys for Plaintiff & the Class are:

**The Spivak Law Firm**

David G. Spivak  
Caroline Tahmassian  
16530 Ventura Blvd., Suite 312  
Encino, CA 91436  
Toll Free: (877) 203-9010  
Facsimile: (818) 582-2561  
david@MyWorkMyWages.com

**United Employees Law Group**

Walter Haines  
5500 Bolsa Ave., Suite 201  
Huntington Beach, CA 92649  
Telephone: (888) 474-7242  
Facsimile: (562) 256-1006

Attorneys for Guaranteed Rate, Inc. are:

**Mayer Brown LLP**

John Nadolenco  
Roxanne M. Wilson  
Robert C. Double III  
350 South Grand Ave., 25th Floor  
Los Angeles, CA 90071-1503  
Telephone: (213) 229-9500  
Facsimile: (213) 625-0248

**7. How Do I Receive Money From This Settlement?**

Class Counsel listed above represents you in connection with the settlement. You will automatically receive money from the settlement if you do not submit a request to be excluded from the settlement. Your individual settlement payment will be based on the information in the enclosed Class Member Identification and Dispute Form. The deadline to request to be excluded from the settlement, or to object to the settlement is January 18, 2019.

**If you are a current GRI employee, your decision as to whether or not to be excluded from the settlement will not affect your employment with GRI.**

**8. Excluding Yourself From And/Or Objecting To The Settlement.**

If you do not wish to be included in the settlement, you must mail to the Claims Administrator the enclosed “Optional Request for Exclusion from the Proposed Class Action Settlement Form” (“Exclusion Form”) postmarked no later than January 18, 2019.

If you send the Optional Request for Exclusion from the Proposed Class Action Settlement Form, you will receive **no money** from the settlement.

If you do nothing and do not request exclusion, following entry of judgment and exhaustion of appeals or other post-judgment proceedings, the judgment entered by the Court will bind you and you will release the claims described below. You will only receive money from the settlement if you do not request exclusion.

If you wish to object to the settlement, you must mail an objection that includes the case name, identifies the Court, and states why you object to the settlement. Your objection must state your full name, address, and telephone number. The objection

should be mailed to the Claims Administrator at Tadena Class Action Settlement Claims Administrator, P.O. Box 404089, Louisville, KY 40233-4089 and, to be valid, must also be mailed to the attorneys listed above by January 18, 2019.

Do not call the Court.

If you properly object, you may also appear and discuss your objections with the Court and the Parties at the Final Approval Hearing set for February 1, 2019 at 2:00 p.m. in Department 53 of the Sacramento Superior Court, located at 813 6<sup>th</sup> Street, Sacramento, CA 95814.

If the Court approves the settlement against your objection and you have not returned an Optional Request for Exclusion from the Proposed Class Action Settlement Form, you will receive a payment from the settlement.

#### **9. *Effect Of The Settlement.***

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court that will release GRI and its past, present, or future subsidiaries, divisions, predecessors, successors and assigns, officers, agents, employees, advisors, insurers, attorneys, executors, administrators, servants, owners, shareholders, bondholders, directors, partners, attorneys, and any parent organizations, successors in interest, and/or representatives ("Released Party") from any and all claims, debts, liabilities, demands, obligations, damages, suits, actions or causes of action of any kind, whether known or unknown, which have been or could have been asserted against the Released Party arising out of or related to all claims for wages, bonuses, commissions, expense reimbursement (*e.g.* cell-phone, mileage, or otherwise), waiting time penalties, accurate wage statements, properly itemized pay stubs, wage deductions, commission deductions, and all other claims of any kind for wages, commissions, bonuses, penalties, interests, costs and attorneys' fees arising from the alleged violation of any provision of common law related to wages, commissions, bonuses, California wage-and-hour law and/or federal wage-and hour law which were or could have been raised by or on behalf of Tadena or the Settlement Class Members, or successors or assigns of any of them (whether directly, indirectly, representatively, derivatively or in any other capacity), accruing any time between March 28, 2013 and August 28, 2018, including, but not limited to, those arising under the California Labor Code §§ 201-04, 221, 226, 2699, 2802; California Code of Civil Procedure § 1021.5; California Code of Regulations, the California Industrial Welfare Commissions Wage Order No. 4-2001; California Business & Professions Code § 17200, *et seq.*, the Fair Labor Standards Act ("FLSA") ; and the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (the "Settled Claims") to the extent provided in the Settlement Agreement, and permanently bar all Settlement Class Members who do not submit a timely Optional Request for Exclusion from the Proposed Class Action Settlement Form from prosecuting any and all Settled Claims against the Released Party. Class Released Claims relating to the FLSA will be released when a Settlement Class Member endorses his/her Settlement Award check, which shall be the opt-in consent required by the FLSA.

If the settlement is approved and you do not request to be excluded, you will receive compensation and will be forever barred from asserting the Settled Claims against the Released Party.

There are two additional pending class action lawsuits that were filed after this Action and which allege claims that overlap with the Settled Claims in this Settlement Agreement.

One such lawsuit, which was filed on May 4, 2018, is entitled *Chung Ping Turng v. Guaranteed Rate, Inc.*, United States District Court for the Northern District of California, Case No. 3:18-cv-02642 (the "Turng Action"), and is brought on behalf of all persons employed by GRI in the State of California who were expected to sell GRI's products and services to customers, including mortgage specialists (loan officers, loan originators, branch managers and all other similar positions) at any time during the period beginning four years prior to the date that the Turng Action was filed, plus tolling for the Labor and Workforce Development Agency exhaustion, through the date of judgment for unpaid minimum, overtime, and premium wages, improper pay stubs, waiting time penalties, unlawful deductions, and Private Attorney General Act penalties. Mr. Turng also alleges a Fair Labor Standards Act claim on behalf of all persons in the United States who have been and/or will be employed by GRI, who were expected to sell GRI's products and services to customers, including mortgage specialists (loan officers, loan originators, branch managers and all other similar positions) and who worked at GRI during the period three years prior to the date the Turng Action was filed through the date of judgment for unpaid minimum and overtime wages.

The other lawsuit, which was filed on November 2, 2018, is entitled *Karla Pereyra v. Guaranteed Rate, Inc.*, United States District Court for the Northern District of California, Case No. 4:18-cv-06669 (the "Pereyra Action"), and is brought on behalf of all persons employed by GRI in the State of California who were expected to sell GRI's products and services to customers, including mortgage specialists loan officers, loan originators, district branch managers,

branch managers and all other similar positions) at any time from May 4, 2014 through the date of judgment for breach of contract, for unpaid minimum, overtime, and premium wages, improper pay stubs, waiting time penalties, and unlawful deductions.

For further information about the Turng or Pereyra Actions, you may contact the Claims Administrator as outlined in Section 12 of this Notice.

The release in this Action will preclude you from pursuing one or more claims in the Turng and Pereyra Actions.

**10. *How Much Can I Expect To Receive?***

Your payment under the settlement will be calculated based on the number of weeks you worked for GRI. The Class Member Identification and Dispute Form enclosed with this Notice sets forth the number of work weeks that you worked for Defendant during the Class Period. The Class Member Identification and Dispute Form also provides an estimate of your share of the Settlement. This amount may decrease or increase without further notice to you depending on orders by the Court. It is important that you carefully check and confirm the dates of employment and correct any inaccuracies in the "Class Member Identification and Dispute Form" included with this Notice.

**11. *How Will The Attorneys For The Class And Tadena Be Paid?***

The attorneys for Tadena will be paid from the Gross Settlement Amount. The attorneys have asked for an award of one third (33.33%) of the Gross Settlement Amount in fees and \$20,000 in costs, and will receive that award if their request is approved by the Court. If approved by the Court, Plaintiff Benita Tadena will be paid from the Gross Settlement Amount an Incentive Award of \$10,000 for her service, in addition to her individual Settlement Award pursuant to section 10 above.

**12. *Release***

Upon final approval by the Court of the settlement, each Settlement Class Member who has not opted out of this settlement shall release the Released Party from the Settled Claims.

If you need more information or have any questions, you may call Class Counsel at the telephone numbers listed above, you may call the Claims Administrator at the telephone number listed below, toll free, or visit [www.GRISettlement.com](http://www.GRISettlement.com). Please refer to the Tadena Class Action Settlement.

Tadena Class Action Settlement  
Claims Administrator  
P.O. Box 404089  
Louisville, KY 40233-4089  
Telephone: (800) 403-4569

Please do not call the Court for information about this settlement.  
Please do not contact GRI's attorneys for information about this settlement.