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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF ORANGE**

19 WINDY BIASE, individually and on behalf of all
20 others similarly situated,

21 Plaintiff,

22 v.

23 QUICK BRIDGE FUNDING, LLC, formerly
24 known as BLACKROCK LENDING GROUP,
25 LLC, a California limited liability company; and
26 DOES 1 through 20 inclusive,

27 Defendants.

Case No. 30-2016-00878044-CU-OE-CXC

**AMENDED JOINT STIPULATION
AND SETTLEMENT OF CLASS
ACTION**

Dept: CX104
Judge: Hon. William Cluster

Complaint Filed: September 28, 2016
Trial Date: Not Yet Determined

1 **IT IS HEREBY STIPULATED AND AGREED**, by and among, Plaintiff Windy Bise
2 (“*Plaintiff*”), on the one hand, and Defendant Quick Bridge Funding, LLC (“*Defendant*” or “*QBF*”),
3 on the other hand, subject to the approval of the Court pursuant to California Code of Civil Procedure
4 section 382 and California Rule of Court rule 3.769, that the settlement of this action shall be
5 effectuated upon and subject to the following terms and conditions:

6 **A. DEFINITIONS**

7 As used in this Amended Joint Stipulation and Settlement of Class Action (“*Stipulation*”),
8 the following terms shall have the meanings specified below. To the extent terms or phrases used in
9 this Stipulation are not specifically defined below, but are defined elsewhere in the Stipulation, they
10 are incorporated by reference into this definition section.

11 “Action” shall mean Orange County Superior Court Case No. 30-2016-00878044-CU-OE-
12 CXC entitled *Bise et al. v. Quick Bridge Funding, LLC, formerly known as Blackrock Lending*
13 *Group, LLC et al.*

14 “Agreement,” “Stipulation,” “Stipulation of Settlement,” “Settlement Agreement,” or
15 “Stipulation and Agreement” shall mean this Amended Joint Stipulation and Settlement of Class
16 Action, including any attached Exhibits.

17 “Class Counsel” shall mean Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and
18 Samantha A. Smith of the Aegis Law Firm, PC.

19 “Class Counsel Attorneys’ Fees and Costs” is the amount to be paid to Class Counsel for fees
20 and costs, pursuant to the terms of this Stipulation and subject to approval by the Court.

21 “Class Member” or “Settlement Class Member” or “Settlement Class” shall mean any person
22 who is a member of the Settlement Class.

23 “Class” shall mean any and all non-exempt employees who worked for Defendant within the
24 State of California during the period of September 26, 2012, to December 31, 2018, except for the
25 Releasees.

26 “Class Notice” shall mean the Notice to Class of Proposed Settlement and Final Approval
27 Hearing, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court,
28 which is to be mailed to Class Members.

1 “Class Participant(s)” shall mean any and all Class Members, except for those who submit a
2 timely and valid Opt-Out form requesting exclusion from the Settlement as provided herein.

3 “Class Period” shall mean September 28, 2012, through December 31, 2018.

4 “Class Representative” shall mean Windy Bise.

5 “Class Settlement” or “Settlement” shall mean the settlement embodied in this Stipulation,
6 which is subject to Court approval.

7 “Complaint” shall mean the Class Action Complaint originally filed by Windy Bise on
8 September 28, 2016 and the First Amended Complaint subsequently filed by Windy Bise on
9 December 2, 2016 in the Orange County Superior Court, Case No. 30-2016-00878044-CU-OE-
10 CXC.

11 “Court” shall mean the Superior Court of the County of Orange, State of California.

12 “Days” shall mean calendar days unless otherwise specifically stated.

13 “Defendant” shall mean Quick Bridge Funding, LLC.

14 “Defense Counsel” shall mean Marie Burke Kenny, Annie Ellis, and Lauren N. Vega of
15 Procopio, Cory, Hargreaves & Savitch LLP.

16 “Enhancement Award” shall mean any additional monetary payment provided to the Class
17 Representative for her efforts on behalf of the Class in this Action.

18 “Final Approval Date” (or “Final Approval”) shall mean the date upon which the Court enters
19 an Order approving the Class Settlement, after having determined that the Class Settlement is fair,
20 adequate, and reasonable to the Class as a whole, following: (i) notice to the Class; (ii) an opportunity
21 to submit timely objections to the settlement; and (iii) a hearing on the fairness of the terms of the
22 settlement.

23 “Final Approval Hearing” shall mean the final hearing held to ascertain the fairness,
24 reasonableness, and adequacy of the Class Settlement, at which time the Court will enter its Order
25 approving the Class Settlement.

26 “Final Date for Submission of Opt-Outs” shall mean the date that is forty five (45) days after
27 the date that the Class Notice is sent to the Settlement Class.

28

1 “Final Date for Submission of Objections” shall mean the date that is forty five (45) days
2 after the date that the Class Notice is sent to the Settlement Class.

3 “Gross Settlement Amount” shall mean the Four Hundred Sixty-Seven Thousand and Three
4 Hundred Seventy-Three Dollars and Sixteen Cents (\$467,373.16) more fully described in Section E
5 below from which the payments to the Releasees have already been paid and from which the Class
6 Participants’ claims, attorneys’ fees, attorneys’ costs, the Enhancement Awards, the PAGA Payment,
7 and the Settlement Administrator’s expenses will be paid.

8 “Individual Settlement Amount” shall mean the amount to be, and which is, distributed to
9 any and each Class Participant.

10 “Named Plaintiff” shall mean Windy Bise.

11 “Net Settlement Amount” shall mean Four Hundred Sixty-Seven Thousand and Three
12 Hundred Seventy-Three Dollars and Sixteen Cents (\$467,373.16) less the PAGA Payment, the Class
13 Representative Enhancement Award, Class Counsel Attorneys’ Fees and Costs, and the Settlement
14 Administrator’s expenses that will be distributed to Class Members on a pro-rata basis. One Hundred
15 Seven Thousand and Three Hundred Seventy-Three Dollars and Sixteen Cents (\$107,373.16) has
16 already been distributed to Releasees.

17 “Notice Packet” shall mean the Class Notice and postage-prepaid reply envelope that is
18 mailed by the Settlement Administrator to Class Members.

19 “PAGA Settlement Letter” shall mean the notice mailed by the Settlement Administrator to
20 the Releasees setting forth the terms of the PAGA Payment, as set forth in Exhibit 3.

21 “Preliminary Approval Hearing” shall mean the hearing held on the motion for preliminary
22 approval of the Class Settlement.

23 “Opt-Out(s)” shall mean any and all Class Members who timely and validly request exclusion
24 from the Class by submitting an Opt-Out Form in accordance with the terms of the Class Notice.

25 “Opt-Out Form” shall mean a document completed by a Class Member by which such Class
26 Member requests exclusion from the Settlement as set forth in the form of **Exhibit 2**, in accordance
27 with the terms of the Class Notice.

28

1 “PAGA Claim” shall mean the claims asserted in the First Amended Complaint under
2 California Labor Code section 2699 *et seq.*

3 “PAGA Members” shall mean any and all non-exempt employees who worked for Defendant
4 within the State of California between September 28, 2015, and December 31, 2018.

5 “PAGA Payment” shall mean the Thirty-Five Thousand Dollars (\$35,000.00) allocated to
6 settlement of the PAGA claim, seventy five percent (75%) of which (i.e., \$26,250.00) will be paid
7 to the California Labor and Workforce Development Agency (“LWDA”), and the remaining twenty
8 five percent (25%) of which (i.e. \$8,750.00) will be distributed to PAGA Members as part of the
9 Settlement.

10 “PAGA Period” shall mean September 28, 2015, through December 31, 2018.

11 “Parties” shall mean Defendant and Class Representative Windy Bise.

12 “Preliminary Approval Date” means the date upon which the Court enters an Order granting
13 the motion for preliminary approval of the Class Settlement.

14 “Release Agreement” means any agreement signed by a current or former employee who
15 worked for Defendant in the State of California during the Class Period pursuant to which a
16 negotiated payment of consideration was paid by Defendant prior to this Settlement.

17 “Releasees” means those individuals who signed a Release Agreement with Defendant, as
18 set forth above. Other than receiving a pro-rata share of the PAGA Payment, Releasees are precluded
19 from participating in this Settlement. Releasees will not receive a Notice Packet but will instead
20 receive a PAGA Settlement Letter.

21 “Released Claims” means any and all wage-and-hour claims, rights, demands, debts,
22 liabilities, expenses, attorneys’ fees, costs, damages, actions or causes of action, whether pled or
23 could have been pled, arising from the claims litigated in the Action against Defendant, during the
24 Class Period, based upon the following categories of allegations: failure to pay overtime wages,
25 failure to provide meal periods, failure to provide rest periods, failure to issue accurate itemized wage
26 statements, failure to pay all wages due upon termination of employment, violation of California’s
27 unfair business practices laws, and violation of PAGA, as well as any potential penalties, interest, or
28 attorneys’ fees associated with these causes of action under California law.

1 “Released Parties” shall mean Defendant Quick Bridge Funding, LLC and its former and
2 present owners, parents, subsidiaries, predecessors, successors, joint venturers, affiliates, related
3 entities, and each of their respective former and present officers, directors, employees, partners,
4 shareholders, and agents, and any other successors, assigns, or legal representatives.

5 “Settlement Administrator” shall mean the firm ILYM Group, Inc. that the Parties have
6 agreed will be responsible for administration of the Settlement and related matters.

7 “Settlement Class” shall mean any and all non-exempt employees employed by the
8 Defendant during the period of September 26, 2012, to December 31, 2018, except for the Releasees.
9 The Settlement Class includes a total of 171 employees. The 117 Class Members that signed
10 arbitration agreements are included in the Settlement Class.

11 “Settlement Fund Account” shall mean the bank account established pursuant to the terms of
12 this Stipulation from which all monies payable under the terms of this Stipulation shall be paid, as
13 set forth herein.

14 “Settling Parties” shall mean Windy Bise, Class Members who do not Opt-Out, and
15 Defendant.

16 “Void checks” or “void payments” shall mean any checks or payments issued to Class
17 Participants pursuant to this Stipulation that are not cashed or presented for payment within six
18 months from the date of issuance.

19 “Weeks Worked” shall mean all weeks during the Class Period that a Class Member actually
20 worked as a non-exempt employee for Defendant in California during the Class Period.

21 **B. BACKGROUND OF ACTION**

22 Plaintiff Windy Bise, a former employee of Defendant, filed a Class Action Complaint on
23 September 28, 2016, in the Superior Court of California, County of Orange. In the First Amended
24 Complaint, Plaintiff alleges a variety of claims against Defendant, including failure to pay overtime
25 wages, failure to provide meal periods, failure to provide rest periods, failure to issue accurate
26 itemized wage statements, failure to pay all wages due upon separation of employment, and violation
27 of California’s unfair business practices laws, and violation of PAGA as well as any potential
28 penalties and attorneys’ fees associated with these causes of action under the California Labor Code.

1 **C. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

2 **1. Discovery, Investigation, and Research**

3 Throughout the nearly 2.5 years that the Action has been pending, Class Counsel has
4 conducted discovery and investigation during the prosecution of the Action. This discovery and
5 investigation has included, among other things:

- 6 • Deposition of Defendant’s person most knowledgeable in June 2017 and September
7 2017.
- 8 • Inspection and analysis of nearly 30,000 pages of documents produced by Defendant,
9 including, but not limited to, time records and payroll records (with commission files)
10 for the Class Members during the Class Period, executed Release Agreements with
11 related communications and back-up documentation, Defendant’s arbitration
12 agreements and corresponding rollout process, meal period waiver agreements,
13 meal/rest period reporting forms showing payment of premiums, Defendant’s
14 calculation of its regular rate of pay, supervisor wage and hour training materials, and
15 employment policies and procedures.
- 16 • Analysis of the legal positions taken by Defendant.
- 17 • Research of the applicable law with respect to the claims asserted in the Action and
18 the potential defenses thereto.
- 19 • Analysis of information obtained from Class Members.
- 20 • Analysis of potential class-wide and PAGA damages.
- 21 • Privacy notice process for Class Members in late 2017.

22 The Class Representative has vigorously prosecuted this case, and Defendant has forcefully
23 contested it. The parties engaged in substantial discovery prior to mediation, including the exchange
24 of significant documentation and information. Plaintiff Bise propounded multiple sets of
25 interrogatories and requests for production of documents to which Defendant responded with
26 documents and information about its proposed defenses and the Class Members. Throughout the
27 course of discovery, the parties engaged in multiple meet and confer attempts regarding the proper
28 scope of discovery and Plaintiff Bise’s requests for supplemental responses to discovery. Ultimately,

1 Defendant produced almost 30,000 pages of documents to Class Counsel. Defendant also conducted
2 extensive negotiations with more than 46 Class Members and presented Release Agreements signed
3 by these 46 Class Members to Class Counsel prior to mediation. In addition, prior to and after
4 Plaintiff Bise's filing of the Class Action Complaint, Defendant decided to adopt arbitration
5 agreements with class action waivers. Defendant presented information to Class Counsel prior to
6 mediation that 117 Class Members had signed arbitration agreements with class action waivers.

7 Accordingly, the Parties have engaged in sufficient discovery and investigation to assess the
8 relative merits of the claims of the Class Representative and of Defendant's defenses to them.

9 **2. Allegations of the Class Representative and Benefits of Settlement**

10 The discussions between counsel, and the informal discovery conducted in this matter, have
11 been adequate to give the Class Representative and Class Counsel a sound understanding of the
12 merits of their parties' respective positions and to evaluate the worth of the claims of the Class. This
13 Settlement was reached after Class Counsel thoroughly reviewed all available evidence and after
14 arm's-length bargaining by the Parties, including attendance at mediation before experienced wage
15 and hour class action mediator Michael D. Young, Esq. on October 23, 2018. Although the matter
16 did not resolve at mediation, the mediator continued to discuss the potential terms of a settlement
17 and the Parties ultimately agreed to this Settlement. The informal discovery conducted in this Action,
18 and the information exchanged through the Parties' negotiations, are sufficient to assess reliably the
19 merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

20 The Class Representative and Class Counsel believe that the causes, allegations, and
21 contentions asserted in the Action have merit. However, the Class Representative and Class Counsel
22 recognize and acknowledge the expense and delay of lengthy proceedings necessary to prosecute the
23 Action against Defendant through motions, trial, and appeals. Class Counsel has taken into account
24 the uncertain outcome and the risk of any litigation, the risk of continued litigation in complex actions
25 such as this, as well as the difficulties and delays inherent in such litigation, and the potential
26 difficulty maintaining the Action as a Class Action given the arguably different circumstances
27 surrounding each Class Member's claims. Class Counsel is also mindful of the inherent problems
28 of proof under, and possible defenses to, the claims alleged in the Action. Class Counsel has also

1 taken into consideration the release agreements and arbitration agreements signed by Class Members
2 since the Action was filed. Accordingly, Class Counsel believes that the Settlement set forth in this
3 Stipulation confers substantial benefits upon the Class Participants and each of the members of the
4 Class, and that an independent review of this Stipulation of Settlement by the Court in the approval
5 process will confirm this conclusion. Based on their own independent investigation and evaluation,
6 Class Counsel has determined that the Settlement set forth in the Stipulation is in the best interests
7 of the Class Representative and the members of the Settlement Class.

8 **3. Defendant's Denials of Wrongdoing and Liability.**

9 Defendant has denied and continues to deny generally the claims and contentions alleged in
10 the Action, except for a short time period when Defendant inadvertently failed to properly calculate
11 the regular rate of pay, which it corrected prior to Plaintiff Bise's filing of the Class Action
12 Complaint. Except for this allegation, Defendant has expressly denied and continues to deny the
13 charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or
14 omissions alleged, or that could have been alleged, in the Action. Since the filing of the lawsuit,
15 Defendant has updated and supplemented its policies with respect to timekeeping and meal and rest
16 periods. In addition to updating the policies, Defendant adopted new procedures and documentation
17 to bolster its existing wage and hour compliance efforts. For example, Defendant adopted a new
18 Meal Period and Rest Period Reporting Form, which is designed to empower Defendant's employees
19 to report any meal or rest period issues to Defendant. Defendant also conducted comprehensive
20 wage and hour training for its supervisors.

21 Nonetheless, Defendant has concluded that the further conduct of the Action would be
22 protracted and expensive, and it is desirable that the Action be fully and finally settled in the manner
23 and upon the terms and conditions set forth in this Stipulation in order to limit further expense,
24 inconvenience, and distraction, to dispose of burdensome and protracted litigation, and to permit the
25 operation of Defendant's business without further expensive litigation and the distraction and
26 diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken
27 into account the uncertainty and risks inherent in any litigation, especially in complex cases such as
28

1 the Action. Defendant has, therefore, determined that it is desirable and beneficial that the Action
2 be settled in the manner and upon the terms and conditions set forth in this Stipulation.

3 **4. Intent of the Settlement**

4 The Class Settlement set forth herein intends to achieve the following: (1) entry of an Order
5 preliminarily approving the Class Settlement and granting the relief set forth in this Stipulation of
6 Settlement, including monetary relief to the Class Participants; (2) entry of an order granting Final
7 Approval of the Settlement; (3) entry of final judgment of the Action; and (4) discharge of Released
8 Parties from liability for any and all of the Released Claims.

9 **D. PROCEDURAL ISSUES**

10 **1. Preliminary Approval**

11 Class Counsel will submit this Stipulation to the Court and file an unopposed motion for its
12 preliminary approval.

13 The Court's preliminary approval of this Settlement shall be embodied in an Order
14 substantially in the form attached hereto as **Exhibit 4**.

15 **2. The Settlement Administrator**

16 The firm known as ILYM, Inc. will act as Settlement Administrator. The Settlement
17 Administrator will mail the Notice Packet to Class Members, receive and process Opt-Out Forms,
18 objections and disputes, administer the Settlement, calculate Individual Settlement Amounts, handle
19 inquiries from Class Members concerning the Class Settlement and determination of Individual
20 Settlement Amounts, or any other issue, resolve any differences between Defendants' business
21 records and information provided by a Class Participant, and distribute payments to Class
22 Participants.

23 On a weekly basis, the Settlement Administrator will provide reports to Class and Defense
24 Counsel updating them as to the number of timely received Opt-Out Forms, as well as any disputes
25 or objections submitted by Class Members. The Settlement Administrator will serve on Class and
26 Defense Counsel via e-mail date-stamped copies of the original Opt-Out Forms, challenges, and
27 objections no later than five (5) days after their receipt. The Settlement Administrator will provide
28 Class and Defense Counsel with a declaration of due diligence and proof of mailing of the Class

1 Notice and Opt-Out form, which Class Counsel will file with the Court no later than ten days (10)
2 business days prior to the Court’s Final Approval Hearing. No later than three (3) business days
3 prior to the Final Approval Hearing, the Settlement Administrator will compile and deliver to
4 Defense and Class Counsel a final report with information regarding: (a) the final pro rata portion of
5 each Class Participant; and (b) the final number of Opt-Outs and objections.

6 All fees and costs of the Settlement Administrator for administration of the Settlement shall
7 be paid from the Gross Settlement Amount.

8 **3. Notice to Class Members**

9 Notice shall be provided to Class Members in the following manner:

10 Within twenty (20) days after entry by the Court of its order of preliminary approval,
11 Defendant shall provide the Settlement Administrator with an updated list containing names, social
12 security numbers, dates of employment, Weeks Worked with Defendant based on Defendant’s
13 records, and last-known mailing addresses for each member of the Class. Within thirty (30) days of
14 the Preliminary Approval Date, the Settlement Administrator shall send each Class Member the
15 Notice Packet via first-class United States mail.

16 Prior to mailing, the Settlement Administrator will perform a search based on the National
17 Change of Address Database information to update and correct for any known or identifiable address
18 changes. The Class Notice included in the Notice Packet shall be substantially in the form attached
19 hereto as **Exhibit 1** or as otherwise approved by the Court. The Class Notice shall include the number
20 of Weeks Worked during the Class Period and shall afford each Class Member the opportunity to
21 challenge the number of Weeks Worked reflected in Defendant’s business records and to provide
22 evidence supporting any such challenge.

23 If a new address is obtained by way of a returned Notice Packet, then the Settlement
24 Administrator shall promptly forward the original Notice Packet to the updated address via first-class
25 regular U.S. mail, indicating on the original Notice Packet the date of such re-mailing. Where a
26 Class Notice is returned as undeliverable, without a forwarding address, the Settlement
27 Administrator will perform a computer/SSN and “skiptrace” search to obtain an updated address,
28 and a second Notice Packet will be sent to any new or different address obtained. However, nothing

1 in this section shall be deemed to extend or modify the deadline for submission of Opt-Out forms or
2 objections. It will be conclusively presumed that if an envelope containing the Notice Packet has
3 not been returned within thirty (30) days of the mailing that the Class Member received the Notice
4 Packet including the Class Notice.

5 At least ten (10) business days prior to the Final Approval Hearing, the Settlement
6 Administrator shall provide Defense Counsel and Class Counsel with a declaration of due diligence
7 and proof of mailing with regard to the mailing of the Class Notice and its attempts to locate Class
8 Members. The declaration shall specify, among other items, the number of Class Members to whom
9 Class Notices were sent and the number of Class Members to whom Class Notices were not
10 delivered. Class Counsel shall file this declaration with the Court.

11 **4. No Claim Submissions Required**

12 It is understood and agreed that this is not a claims-made settlement. That means that no
13 Class Member is required to submit a claim or claim form or otherwise prove his or her eligibility
14 for participation in the Settlement. Each Class Member's eligibility for participating shall be
15 determined solely from the fact and extent of his or her employment relationship with Defendant as
16 a non-exempt employee during the Class Period as identified by Defendant's records, including
17 whether the Class Member signed a Release Agreement and/or arbitration agreement.

18 **5. PAGA Settlement Letter**

19 Since Releasees are only receiving a PAGA Payment, and not an Individual Settlement
20 Amount, the Settlement Administrator shall send Releasees a PAGA Settlement Letter in lieu of a
21 Notice Packet setting forth the terms of the PAGA Payment. Within twenty (20) days after entry by
22 the Court of its order of preliminary approval, Defendant shall provide the Settlement Administrator
23 with an updated list containing names, social security numbers, and last-known mailing addresses
24 for each Releasee. Within thirty (30) days of the Preliminary Approval Date, the Settlement
25 Administrator shall send each Releasee a PAGA Settlement Letter via first-class United States mail.

26 Prior to mailing, the Settlement Administrator will perform a search based on the National
27 Change of Address Database information to update and correct for any known or identifiable address
28

1 changes. The **PAGA Settlement Letter** shall be substantially in the form attached hereto as **Exhibit**
2 **3** or as otherwise approved by the Court.

3 If a new address is obtained by way of a returned PAGA Settlement Letter, then the
4 Settlement Administrator shall promptly forward the PAGA Settlement Letter to the updated address
5 via first-class regular U.S. mail. Where a PAGA Settlement Letter is returned as undeliverable,
6 without a forwarding address, the Settlement Administrator will perform a computer/SSN and
7 “skiptrace” search to obtain an updated address, and a second PAGA Settlement Letter will be sent
8 to any new or different address obtained.

9 **6. Review of Opt-Outs and Objections**

10 Any Class Member who wishes to request exclusion from the Settlement including excluding
11 themselves from any monetary relief and associated releases must submit an Opt-Out Form pursuant
12 to the directions set forth in the Class Notice, and return the Opt-Out Form to the Settlement
13 Administrator post-marked by the Final Date for Submission of Opt-Outs (i.e., the date that is forty
14 five (45) days after the date that the Notice Packet is sent to the Settlement Class).

15 Any Class Member who wishes to object to the Settlement should submit the objection to the
16 Settlement Administrator pursuant to the directions set forth in the Class Notice by the Final Date
17 for Submission of Objections (i.e., the date that is forty five (45) days after the date that the Notice
18 Packet is sent to the Settlement Class). Class Members may also appear at the Final Approval
19 Hearing to object.

20 **7. Resolution of Disputes Concerning Weeks Worked**

21 In the event there is any dispute from a Class Member regarding the number of Weeks
22 Worked, then the Settlement Administrator shall make a final and binding determination with regard
23 to such dispute after first giving not less than seven (7) days written notice to both Class Counsel
24 and Defense Counsel, and an opportunity, within said seven (7) days, for each to submit additional
25 information bearing on such dispute. The Settlement Administrator shall give written notice to the
26 Parties’ counsel of its determination within three (3) business days of the expiration of the seven (7)
27 day notice period.

28

1 **E. SETTLEMENT TERMS**

2 **1. The Settlement Class**

3 For the purposes of this Stipulation, the Settlement Class to be conditionally certified
4 pursuant to California Code of Civil Procedure section 382 shall consist of any and all non-exempt
5 employees who were employed by Defendant within the State of California at any time from
6 September 28, 2012, through December 31, 2018.

7 **2. Distribution of the Settlement**

8 The claims of all Class Members are settled for the non-reversionary Gross Settlement
9 Amount of Four Hundred Sixty-Seven Thousand and Three Hundred Seventy-Three Dollars and
10 Sixteen Cents (\$467,373.16), which includes One Hundred Seven Thousand and Three Hundred
11 Seventy-Three Dollars and Sixteen Cents (\$107,373.16) already paid by Defendant to the Releasees.
12 The remaining Three Hundred and Sixty Thousand Dollars (\$360,000.00), less the PAGA Payment,
13 the Class Representative Enhancement Awards, Class Counsel Attorneys' Fees and Costs, and the
14 Settlement Administrator's expenses will be distributed to Class Members—excluding the
15 Releasees—on a pro-rata basis (i.e., “Net Settlement Amount”). Other than receiving a pro-rata
16 share of the PAGA Payment, Releasees shall not be eligible to participate in the Settlement and shall
17 not be mailed a Notice Packet. A minimum of one hundred percent (100%) of the Net Settlement
18 Amount shall be paid out to Class Participants.

19 Within twenty (20) days following the Final Approval Date, provided no objection to the
20 settlement has been filed, Defendant shall deposit Three Hundred and Sixty Thousand Dollars
21 (\$360,000.00) in an account established at a bank to be selected by the Settlement Administrator
22 from which all payments to be made under the terms of this Stipulation shall be drawn.

23 The Individual Settlement Amounts to all Class Participants, the Class Representative
24 Enhancement Award, and the Settlement Administrator's expenses shall be distributed by the
25 Settlement Administrator no later than thirty (30) days after Final Approval, if no objections have
26 been made.

27 The PAGA Payment shall also be distributed by the Settlement Administrator no later than
28 thirty (30) days after Final Approval with seventy-five percent (75%) of the PAGA payment being

1 paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five
2 percent (25%) being paid to the PAGA Members pursuant to California Labor Code section 2699(i)
3 on a pro-rata basis.

4 If objections have been made, then the distributions shall occur no later than fifteen (15) days
5 after the order granting Final Approval has become non-appealable.

6 The Settlement Administrator shall be the only entity authorized to make withdrawals or
7 payments from the Settlement Fund Account.

8 The Settlement Administrator will: (a) acknowledge that it has fiduciary obligations to the
9 Parties and will attest that it will not allow any disbursements to be made from the Settlement Fund
10 except as expressly authorized by this Stipulation; (b) agree that it will receive no disbursements or
11 fees from the Settlement Fund Account for actions undertaken or expenses incurred without prior
12 approval by Defense and Class Counsel; and (c) acknowledge its obligations to return the entire
13 Settlement Fund to Defendant (less any administrative expenses incurred by the Settlement
14 Administrator) in the event that this Stipulation: (i) does not receive Final Approval by the Court;
15 (ii) is modified or reversed on appeal; and/or (iii) is otherwise rendered null and void.

16 **3. Additional Administrative Duties of the Settlement Administrator**

17 The Settlement Administrator shall report Individual Settlement Amounts to all required
18 taxing and other authorities, withhold the standard employer’s and employee’s share of payroll taxes
19 from the wage portion of each Individual Settlement Awards, transmit these amounts to the taxing
20 authorities, and issue IRS Forms W-2 and 1099s. Upon completion of administration of the
21 Settlement, the Settlement Administrator shall provide written certification of such completion to the
22 Court, Class Counsel, and Defense Counsel. The Settlement Administrator shall also provide any
23 and all documentation to Defendant necessary to demonstrate that all duties have been performed
24 under this section.

25 **4. Individual Settlement Amounts**

26 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
27 Settlement Amount.

28

1 **a. Calculation of Individual Settlement Amounts**

2 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
3 Settlement Amount. From the Net Settlement Amount, the Class Participants' base Individual
4 Settlement Amounts will be calculated as follows: The dollar amount payable to each Class
5 Participant will be calculated by taking the Net Settlement Amount, divided by the total number of
6 Weeks Worked by all members of the Class, multiplied by the total number of Weeks Worked by
7 each individual member of the Class. Other than a pro-rata share of the PAGA Payment, no
8 settlement payment shall be made to Releasees. Twenty Five Percent (25%) of the PAGA Payment
9 (i.e., \$8,750.00) shall be distributed proportionally to all employees who were employed by
10 Defendant in California at any time during the PAGA Period, including Releasees, based on the
11 proportional number of pay periods worked during the PAGA period.

12 The Settlement Administrator shall distribute 100% of the Net Settlement Amount to the
13 Class Participants. Forms W-2 and 1099 shall be issued to the Class Participants and the PAGA
14 Members for all payments made under this Agreement, as appropriate and in accordance with
15 applicable law. For purposes of tax reporting, the Parties agree that the Individual Settlement
16 Amounts shall be characterized as follows: 33.33% to wages, 33.33% to penalties, and 33.34% to
17 interest. Defendant agrees to pay its cost of any applicable payroll taxes arising from the Individual
18 Settlement Amounts separate and apart from the Gross Settlement Amount.

19 **b. Estimated Individual Settlement Amounts**

20 Because the precise number of Class Participants is unknown, the amount to be paid to each
21 is not subject to a reliable estimate at this time.

22 **5. Enhancement Award for the Class Representative**

23 The Class Representative Windy Bise may receive an approved Enhancement Award, in an
24 amount determined by the Court but not to exceed Five Thousand Dollars (\$5,000.00) for her efforts
25 on behalf of the Class in this Action. Defendant shall not oppose any request by the Class
26 Representative for Enhancement Awards consistent with this Agreement. The Class Representative
27 agrees to release all known and unknown claims against Defendant as a condition of receiving an
28 Enhancement Award. Any Enhancement Award approved by the Court shall be paid to the Class

1 Representative from the Gross Settlement Amount and shall be in addition to any distribution to
2 which they may otherwise be entitled as a Class Member. The Settlement Administrator shall issue
3 the Class Representative a Form 1099 reflecting this payment.

4 **6. Voided Checks**

5 If a Class Participant does not cash an Individual Settlement Amount check within one
6 hundred eighty (180) days of the postmark date of its mailing to the Class Participant from the
7 Settlement Administrator, the check will become void and the Individual Settlement Amount shall
8 be remitted to the state's Controller's Unclaimed Property Fund in the name of the individual to
9 whom the money is owed.

10 **7. Time for Payment of Individual Settlement Amounts**

11 The Settlement Administrator shall make every effort to mail, by first-class U.S. Mail to the
12 last-known address, the Individual Settlement Amount to each Class Participant no later than
13 thirty (30) days after Final Approval, if no objections have been made. If objections have been made,
14 then the distribution shall occur no later than fifteen (15) days after the order granting Final Approval
15 has become non-appealable.

16 If the Settlement Administrator is not able to mail the Individual Settlement Amounts to Class
17 Participants within the time period set forth above, it shall so inform Class Counsel and Defense
18 Counsel, and provide an approximate date by which the Individual Settlement Amounts will be
19 mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class
20 Participants until all the obligations set forth in Section D have been satisfied. In the event that any
21 Class Participant is deceased, payment shall be made payable to the estate of that Class Member and
22 delivered to the executor or administrator of that estate, unless the Settlement Administrator has
23 received an affidavit or declaration pursuant to California Probate Code section 13101, in which case
24 payment shall be made to the affiant(s) or declarant(s).

25 Within four (4) calendar days of mailing the Individual Settlement Amounts to Class
26 Participants, the Settlement Administrator shall provide to Class Counsel a declaration of payment.
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1 **8. Class Counsel Attorneys’ Fees and Litigation Costs**

2 Class Counsel may submit an application for an award of attorneys’ fees (supported by
3 adequate billing records) in the total amount of \$155,791.06 (or one-third) of the Gross Settlement
4 Amount incurred as a direct result of the Action to be heard and determined by the Court at the Final
5 Approval Hearing. Class Counsel may also submit an application for an award of actual out-of-
6 pocket and verified litigation costs incurred as a direct result of the Action. Defendant and its
7 attorneys agree not to object to any such fee and cost application in those amounts provided that they
8 are supported by adequate documentation and were incurred as a direct result of the Action. Class
9 Counsel asserts a statutory fee claim pursuant to the California Labor Code, among other bases for
10 fee claims. As a condition of this Settlement, Class Counsel has agreed to pursue their fees only in
11 the manner reflected by this Stipulation. Any fees and costs awarded by the Court shall be paid from
12 the Gross Settlement Amount and shall not constitute payment to any Class Member(s).

13 The attorneys’ fees and costs approved by the Court shall encompass: (a) all work performed
14 and costs incurred by any attorney purporting to represent the Class in the Action through the Final
15 Approval Date; (b) all work to be performed and costs to be incurred in connection with preliminary
16 and final approval by the Court of the Class Settlement; and (c) all work and costs, if any, incurred
17 in connection with administering the Settlement through entry of final judgment of the Action.

18 Class Counsel Attorneys’ Fees and Costs, as awarded by the Court, shall be paid within thirty
19 (30) days of the Final Approval Date.

20 Defendant shall bear its own fees and costs of every kind in connection with the Action and
21 the negotiation of the settlement of the Action.

22 **9. PAGA Payment and Notification of LWDA of PAGA Claims and Settlement**

23 Class Counsel shall be responsible for notifying the LWDA of the (1) pending settlement,
24 (2) the release of PAGA claims herein, (3) the amount of the PAGA Payment, and (4) preliminary
25 and final approval hearings. Within 30 days of final approval of the PAGA Payment by the Court,
26 the Settlement Administrator shall distribute to the LWDA the PAGA Payment.

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1 **10. Extension of Time to Pay and/or Process Claims**

2 If the Settlement Administrator needs more time than is provided under this Stipulation to
3 complete any of its obligations, the Settlement Administrator may request, in writing, such additional
4 time (including an explanation of the need for additional time) from Defense Counsel and Class
5 Counsel. If Defense Counsel and/or Class Counsel do not agree, in writing, to the Settlement
6 Administrator’s request for additional time, the Settlement Administrator may seek such additional
7 time from the Court.

8 **F. NULLIFICATION OF THE SETTLEMENT AGREEMENT**

9 **1. Non-Approval by the Court**

10 In the event: (i) the Court does not enter the order of Preliminary Approval substantially in
11 the same form as specified herein; (ii) the Court does not finally approve the Settlement substantially
12 in the same form as provided herein; (iii) the Court does not enter the Final Judgment substantially
13 in the form as provided herein, which becomes final as a result of the occurrence of the Effective
14 Date; or (iv) the settlement does not become final for any other reasons, this Settlement Agreement
15 shall be null and void. In such a case, the Parties shall proceed in all respects as if this Settlement
16 Agreement had not been executed, except that any fees already incurred by the Settlement
17 Administrator up to the date that Defendant receives notice by the Court of any of the events (i)
18 through (iv) shall be paid by Defendant.

19 **2. Invalidation**

20 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
21 entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the
22 Settlement are to remain in full force and effect. However, before declaring any provision of this
23 Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the
24 fullest extent possible consistent with applicable precedents so as to define all provisions of this
25 Settlement Agreement valid and enforceable.

26 **3. Class Certification for Settlement Purposes Only**

27 The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for
28 any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties

1 further agree that certification for purposes of the Settlement is not an admission that class
2 certification is proper under the standard applied to contested certification motions and that this
3 Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should
4 be certified or (ii) Defendant is liable to Plaintiff or the Class Members.

5 **4. Stay Upon Appeal**

6 In the event of a timely appeal from the judgment, the judgment shall be stayed, and none of
7 the Settlement Fund shall be distributed to Class Members or Class Counsel, and the Action required
8 by this Stipulation shall not take place until all appeal rights have been exhausted by operation of
9 law.

10 **5. Plaintiff's Right to Declare Settlement Null and Void**

11 Defendant has represented that the number of weeks worked by Class Members is 10,772. If
12 the number of weeks worked by Class Members exceeds 10,772 by more than 15%, Plaintiff shall
13 have the right to declare the settlement null and void.

14 **6. Defendant's Right to Withdraw Based on Opt-Outs**

15 If, prior to the Final Approval Hearing, more than fifteen percent (15%) combined of all Class
16 Members who otherwise would be Class Participants have filed proper and timely Opt-Out Forms in
17 accordance with the provisions of the Class Notice, Defendant shall have the sole and absolute
18 discretion, but not obligation, to terminate the Settlement.

19 In the event Defendant elects to so terminate this Stipulation of Settlement, Defendant shall,
20 at its own expense, provide such Notice of Termination in writing by first-class U.S. mail to Class
21 Counsel and each Class Member no later than ten (10) calendar days before the Final Approval
22 Hearing.

23 In the event Defendant elects to so terminate this Stipulation of Settlement, it shall not be
24 responsible for paying any of the Class Counsel Attorneys' Fees or Costs set forth herein, including
25 the Attorneys' Fees and costs provided for in Section E or any other fees and/or costs incurred by
26 Class Counsel to effectuate this Stipulation. In the event of termination by Defendant pursuant to
27 this paragraph, Defendant shall be responsible for all costs of administration incurred up to the date
28

1 of termination. In the event Defendant elect to so terminate, such withdrawal shall have the same
2 effect as would non-approval pursuant to Section F(1).

3 **G. FINAL APPROVAL HEARING AND ENTRY OF JUDGMENT**

4 At the Final Approval Hearing, the Parties shall move the Court for entry of the Final Order,
5 certifying the Class for settlement purposes only, approving the Settlement as being fair, reasonable
6 and adequate to the Class Participants, and for the entry of a Final Judgment consistent with the terms
7 of the Settlement. Class Counsel and Defense Counsel shall submit to the Court such pleading and/or
8 evidence as may be required for the Court's determination.

9 At the Final Approval Hearing, the Court will, among other things, be asked for the entry of
10 an Order permanently enjoining all Class Participants including the Releasees from pursuing and/or
11 seeking to reopen any of the Released Claims.

12 **H. RELEASES AND WAIVERS**

13 **1. Release of Claims by Class Participants**

14 Upon approval of the Stipulation of Settlement at the Final Approval Hearing, all Class
15 Members who have not filed timely, valid Opt-Out Forms, the Releasees, and the Class
16 Representative each release the Released Parties, and each of them, of and from any and all of the
17 Released Claims effective upon the date when the Final Approval has become non-appealable.

18 **2. Release of Claims by Class Representative**

19 The Class Representative also expressly waives any and all rights and benefits conferred upon
20 her by California Civil Code section 1542 or any other similar state or federal law, which provides
21 as follows: "A general release does not extend to claims that the creditor or releasing party does not
22 know or suspect to exist in his or her favor at the time of executing the release, and that, if known by
23 him or her must have materially affected his or her settlement with the debtor or released party." The
24 Class Representative expressly agrees to release any and all unknown, unsuspected, and
25 unanticipated claims, liabilities, and causes of action that she may have against Defendant.

26 **3. Entry of Final Judgment**

27 The Court shall enter final judgment in the Action on the Final Approval Date, if final
28 approval has been granted, as part of the consideration for this Settlement. Such entry of final

1 judgment shall operate to permanently bar and enjoin all Class Members including the Releasees
2 (excluding those who submit a valid and timely Opt-Out Form) from instituting, commencing,
3 prosecuting, or pursuing, either directly or in any other capacity, any of the claims, damages, causes
4 of action, or claims for attorneys' fees asserted in the Action or identified as Released Claims in this
5 Agreement. Notwithstanding the entry of final judgment in the Actions, the Court shall retain
6 jurisdiction to interpret and enforce this Stipulation of Settlement pursuant to California Code of
7 Civil Procedure section 664.6.

8 **4. Preliminary and Permanent Injunction**

9 Except as to Class Members who timely submit a valid Opt-Out Form the Preliminary
10 Approval Order and Final Judgment will contain provisions enjoining Plaintiff, the Class Members,
11 and the Releasees from prosecuting the claims released herein and enjoining Plaintiff, the Class
12 Members, and the Releasees from initiating or continuing other proceedings regarding the claims
13 released herein, including but not limited to filing any claims for monetary relief of the Released
14 Claims in any forum whatsoever. Inclusion of these provisions in the Order of Preliminary Approval
15 Order and Final Judgment and Order of Final Approval is a material part of the consideration for this
16 Settlement.

17 **I. DUTIES OF THE PARTIES**

18 **1. Mutual Full Cooperation**

19 The Parties agree to cooperate fully with one another to accomplish and implement the terms
20 of this Stipulation of Settlement. Such cooperation shall include, but not be limited to, execution of
21 such other documents and the taking of such other actions as may reasonably be necessary to fulfill
22 the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated
23 by this Stipulation of Settlement and any other efforts that may become necessary by Court Order,
24 or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after
25 execution of this Stipulation, Class Counsel with the cooperation of Defense Counsel, shall take all
26 necessary and reasonable steps to secure the Court's Final Approval of this Stipulation.

1 **2. Duties Prior to Court Approval**

2 Class Counsel shall submit this Stipulation to the Court for preliminary approval and
3 determination by the Court as to its fairness, adequacy, and reasonableness. After execution of this
4 Stipulation, Class Counsel shall apply to the Court for the entry of a preliminary order substantially
5 in the form filed concurrently herewith as **Exhibit 4** scheduling a hearing on the question of whether
6 the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
7 Members, approving as to form and content the proposed Class Notice attached hereto as Exhibit 1,
8 and directing the mailing of the Notice Packet to Class Members. Defense Counsel shall file a Notice
9 of Joinder in the motion for preliminary approval.

10 **J. MISCELLANEOUS PROVISIONS**

11 **1. Voiding the Stipulation**

12 Pending Court approval and other than as provided in Section E herein, if any of the
13 conditions set forth in this Stipulation are not met and satisfied, this Stipulation shall, at the option
14 of either Plaintiff or Defendant, be ineffective, void, and of no further force and effect, and shall not
15 be used or be admissible in any subsequent proceeding, either in this Court or in any other court or
16 forum.

17 **2. Different Facts**

18 The Parties hereto, and each of them, acknowledge that, except for matters expressly
19 represented herein, the facts in relation to the dispute and all claims released by the terms of the
20 Stipulation may turn out to be other than or different from the facts now known by each Party and/or
21 its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly
22 assumes the risk of the existence of different or presently unknown facts, and agrees that this
23 Stipulation shall be in all respects effective and binding despite such difference.

24 **3. No Prior Assignments**

25 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly
26 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
27 entity any portion of any liability, claim, demand, action, cause of action, or right herein released
28 and discharged except as set forth herein.

1 **4. Non-Admission**

2 Nothing in this Stipulation shall be construed to be or deemed an admission by Defendant of
3 any liability, culpability, negligence, or wrongdoing toward the Class Representative, the Releasees,
4 the Class Members, or any other person, and Defendant specifically disclaims any liability,
5 culpability, negligence, or wrongdoing toward the Class Representative, the Releasees, the Class
6 Members, or any other person. Each of the Parties has entered into this Stipulation with the intention
7 to avoid further disputes and litigation with the attendant inconvenience, expenses, and
8 contingencies.

9 **5. Confidentiality**

10 The Class Representative, Defendant, and their respective counsel, recognize and accept that
11 the Parties to this Stipulation desire that the terms of this Stipulation, the fact of the Settlement
12 embodied in this Stipulation, the disposition of the Action, the Action, and all matters relating to the
13 litigation of the Action, including discovery proceedings therein, and evidence obtained during the
14 course of the Action, shall not be discussed with or presented to the media or otherwise publicized.
15 Notwithstanding the foregoing, Class Representative and Class Counsel may communicate with
16 Class Members and their representatives, or other individuals who believe they are Class Members,
17 the Court, and the Settlement Administrator.

18 **6. Non-Retaliation**

19 Defendant agrees that it will not retaliate against any Class Member for participating in the
20 claims process or the Settlement.

21 **7. Construction**

22 The Parties hereto agree that the terms and conditions of this Stipulation are the result of
23 lengthy, intensive, arm's-length negotiations between the Parties, and that this Stipulation is not to
24 be construed in favor of or against any party by reason of the extent to which any party or its counsel
25 participated in the drafting of this Stipulation.

26 **8. Choice of Law**

27 This Stipulation is intended to and shall be governed by the laws of the State of California,
28 without regard to conflicts of law principles.

1 **9. Captions and Interpretations**

2 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
3 reference only, and in no way define, limit, extend, or describe the scope of this Stipulation or any
4 provision therein.

5 **10. Modification**

6 This Stipulation may not be changed, altered, or modified, except in writing signed by the
7 Parties hereto and approved by the Court once fully executed by the Parties. This Stipulation may
8 not be discharged except by performance in accordance with its terms or by a writing signed by the
9 Parties hereto.

10 **11. Integration Clause**

11 This Stipulation of Settlement contains the entire agreement between the Parties relating to
12 the Settlement of the Action and the transactions contemplated thereby, and all prior or
13 contemporaneous agreements, understandings, representations, and statements, whether oral or
14 written, and whether by a Party or such Party’s legal counsel, are merged herein. No rights under
15 this Stipulation may be waived except in writing.

16 **12. Exhibits Incorporated by Reference**

17 The terms of this Agreement include the terms set forth in any attached Exhibit, which are
18 incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an
19 integral part of the Settlement.

20 **13. Successors and Assigns**

21 This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their
22 respective heirs, trustees, executors, administrators, successors, and assigns.

23 **14. Class Counsel Signatories**

24 Because the Members of the Class are so numerous, the Parties agree that it is impossible or
25 impractical to have each Class Member sign this Stipulation. It is agreed that, for purposes of seeking
26 approval of the Class Settlement, this Stipulation may be executed on behalf of the Class Members
27 who do not opt out of the Settlement by Class Counsel and the Class Representative.

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15. Corporate Signatories

Any person executing this Stipulation or any such related document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation to execute this Stipulation or any such related document.

16. Execution in Counterparts

This Stipulation shall become effective upon its execution by all of the undersigned. The Settling Parties may execute this Stipulation in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument. A facsimile, scanned, photographic, or electronic signature shall be as valid and enforceable as an original signature.

The Parties hereby stipulate to the entry of an Order in the form attached hereto as **Exhibit 4**.

QUICK BRIDGE FUNDING, LLC
Ben Gold

Dated: _____


By: _____

CLASS REPRESENTATIVE WINDY BIASE

Dated: 08/13/2019

By: 

Dated: August 12, 2019

By: 
Aegis Law Firm, P.C.
Samantha A. Smith
Attorneys for Plaintiff Windy Bise

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15. Corporate Signatories

Any person executing this Stipulation or any such related document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation to execute this Stipulation or any such related document.

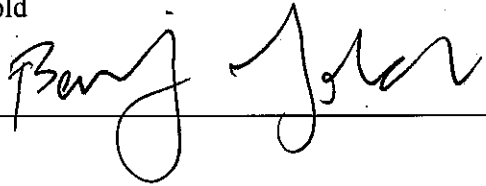
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The Parties hereby stipulate to the entry of an Order in the form attached hereto as **Exhibit 4**.

QUICK BRIDGE FUNDING, LLC
Ben Gold

Dated: 8/13/19


By: 

CLASS REPRESENTATIVE WINDY BIASE

Dated: _____

By: _____

Dated: August 12, 2019

By: 
Aegis Law Firm, P.C.
Samantha A. Smith
Attorneys for Plaintiff Windy Bise

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Dated: August 12, 2019

PROCOPIO, CORY, HARGREAVES
& SAVITCH LLP



By: _____

Marie Burke Kenny
Annie Macaleer
Lauren N. Vega
Attorneys for Defendant
Quick Bridge Funding, LLC