

*Robert W. Ahlstrom v. DHI Mortgage Company LTD. L.P.*

**AMENDMENT TO THE CLASS ACTION SETTLEMENT AGREEMENT AND  
RELEASE**

This Amendment to the Class Action Settlement Agreement and Release by and between Plaintiff and Defendant ("Amendment") is entered into by and between the Estate of Robert W. Ahlstrom through Kianna Ahlstrom ("Plaintiff"), individually and on behalf of the settlement class, collective, aggrieved employees, and State of California, on the one hand, and DHI Mortgage Company LTD. L.P. ("DHI") on the other hand. The term "Party" or "Parties" as used herein shall refer to Plaintiff, DHI, or both, as may be appropriate.

1. **Recitals.** This Amendment is made with reference to the following facts:

a) On January 12, 2024, the Parties entered into a Class Action Settlement and Release Between Plaintiff and Defendant ("Settlement Agreement").

b) On March 18, 2024, Plaintiff sought approval of the Settlement Agreement in the matter of *Robert W. Ahlstrom v. DHI Mortgage Company Ltd. L.P.* in the United States District Court, Northern District of California, Cas No. 5:19-cv-03435-BLF (the "Action").

c) On June 27, 2024, at the hearing on Plaintiff's Motion for Preliminary Approval, the Court required changes to the terms of the settlement agreement, as described below. As such, this Amendment will modify the provisions of the Settlement Agreement as set forth herein. Except as expressly modified in this Amendment, the Settlement Agreement otherwise remains in effect and unmodified.

2. **Amendment to the Settlement Agreement**

a) The sentence "The amounts of any voided settlement checks shall be distributed to Alliance for Children's Rights" in paragraph 29 shall be amended to read, and replaced with, "The amounts of any voided settlement checks shall be distributed to a non-profit organization approved by the Court."

b) Any reference to "Robert W. Ahlstrom, through his next of kin Kianna Ahlstrom" within the Settlement Agreement shall hereby be replaced with and amended to read "The Estate of Robert W. Ahlstrom through Kianna Ahlstrom."

Further, Kianna Ahlstrom's signature block in the Settlement Agreement as "Kianna Ahlstrom for Robert Ahlstrom, Class Representative," shall be replaced with, and was intended to be signed as "The Estate of Robert W. Ahlstrom through Kianna Ahlstrom."

c) The sentence in Paragraph 7(c) that states:

"The Settlement Class in the Class Action is all DHI California non-exempt employees who worked as mortgage loan officers or similar position from March 27, 2015 through the date of preliminary approval."

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shall be amended to:

"The Settlement Class in the Class Action is all DHI California non-exempt employees who worked as mortgage loan officers, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants, from March 27, 2015 through the date of preliminary approval."

d) The sentence in Paragraph 7(d) that states:

"The PAGA Group in the PAGA Action is all DHI non-exempt employees who worked as mortgage loan officers or similar positions in California from August 4, 2016 through the date of the trial court judgment date (i.e. November 2021)"

shall be amended to:

"The PAGA Group in the PAGA Action is all DHI non-exempt employees who worked as mortgage loan officers, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants in California from August 4, 2016 through the date of the trial court judgment date (i.e. November 2021)."

e) The sentence in Paragraph 7(f) that states:

"The Collective members in the Class Action are all DHI California non-exempt employees who worked as mortgage loan officers or similar positions from March 27, 2016 through the date of conditional approval."

shall be amended to:

"The Collective members in the Class Action are all DHI California non-exempt employees who worked as mortgage loan officers, loan originators, licensed loan originator assistants, and unlicensed loan originator assistants from March 27, 2016 through the date of conditional approval."

f) The Notice of Settlement attached as Exhibit 2 to the Settlement Agreement shall be replaced by the Notice of Settlement attached hereto as Exhibit 3, and all reference to "Exhibit 2" in the Settlement Agreement will become a reference to Exhibit 3, as attached hereto.

3. **No Further Modification.** Except as specifically set forth in this Amendment, all of the terms and provisions of the Settlement Agreement shall remain unmodified and in full force and effect.

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4. **Counterparts.** This Amendment may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties as set forth herein. Copies and facsimile transmissions of signatures shall be considered the same as an original signature


DATED: July 18, 20, 2024

SETAREH LAW GROUP

By:   
ID qhHSPpXu59izM8TXKykTgmpV  
Shaun Setareh, Esq.  
Attorneys for Plaintiff

DATED: July 18, 2024

KIANNA AHLSTROM

By:   
ID Ao23zr2FSmpmgdcdBUo3b98  
For The Estate of Robert W. Ahlstrom through Kianna Ahlstrom

DATED: \_\_\_\_\_, 2024

DHI MORTGAGE COMPANY LTD L.P.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_, 2024

WOOD SMITH HENNING & BERMAN LLP

By: \_\_\_\_\_  
Jason C. Ross, Esq.  
Attorneys for Defendant

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4. **Counterparts.** This Amendment may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties as set forth herein. Copies and facsimile transmissions of signatures shall be considered the same as an original signature

DATED: \_\_\_\_\_, 2024

SETAREH LAW GROUP

By: \_\_\_\_\_

Shaun Setareh, Esq.  
Attorneys for Plaintiff

DATED: \_\_\_\_\_, 2024

KIANNA AHLSTROM

By: \_\_\_\_\_

For The Estate of Robert W. Ahlstrom through Kianna Ahlstrom

DATED: JULY 29, 2024

DHI MORTGAGE COMPANY LTD L.P.

By: 

Its: ASST. VP

DATED: July 29, 2024

WOOD SMITH HENNING & BERMAN LLP

By: 

Jason C. Ross, Esq.  
Attorneys for Defendant