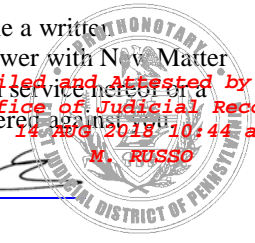


To: Plaintiff

You are hereby notified to file a written response to the enclosed Answer with New Matter within twenty (20) days from service hereof or a default judgment may be entered against you.

Colin D. Dougherty



FOX ROTHSCHILD LLP

Colin D. Dougherty (No. 88363)
Brian A. Berkley (No. 200821)
Kimberly A. Havener (No. 311282)
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422-3001
(610) 397-6500
Attorneys for Defendant

PATRICK HACKMAN, on behalf of :
himself and others similarly situated, :
 :
 :
 Plaintiff, :
 :
 v. :
 :
 J. G. WENTWORTH HOME LENDING, :
 LLC, :
 :
 :
 Defendant. :
 _____ :

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

APRIL TERM, 2018
NO. 01276

**DEFENDANT’S ANSWER TO
PLAINTIFF’S PUTATIVE CLASS ACTION COMPLAINT WITH NEW MATTER**

Defendant J.G. Wentworth Home Lending, LLC (hereinafter “Defendant” or the “Company”), by and through its undersigned counsel, files this Answer to Plaintiff Patrick Hackman’s putative Class Action Complaint and avers as follows:

JURISDICTION AND VENUE

1. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure.

2. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, Defendant specifically denies that it regularly conducts business within Philadelphia County.

PARTIES

3. Admitted upon information and belief.

4. Admitted.

5. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure.

FACTS

6. Admitted.

7. Admitted in part; denied in part. It is admitted only that Defendant employs individuals as Loan Officers. All other averments are denied. By way of further response, it is specifically denied that it is appropriate to refer to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as “Loan Officers.”

8. Admitted in part; denied in part. It is admitted only that loan officers employed by Defendant are assigned to call centers. All other averments are denied. By way of further response, it is specifically denied that it is appropriate to refer to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as “Loan Officers.”

9. Admitted in part; denied in part. It is admitted only that Defendant employed Plaintiff as a loan officer assigned to its call center in Wayne, Pennsylvania from January 2016 to March 2017. All other averments are denied.

10. Admitted in part; denied in part. It is admitted only that Defendant employed over 40 individuals as loan officers at its call center in Wayne, Pennsylvania in the last three years. All other averments are denied. By way of further response, it is specifically denied that that this matter is appropriate for class treatment. Defendant denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers."

11. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment. Defendant denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers."

12. Admitted in part; denied in part. It is admitted that Plaintiff was assigned to the Company's call center in Wayne, Pennsylvania. All other averments are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment. Defendant also denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers."

13. Admitted in part; denied in part. It is admitted that Defendant paid Plaintiff an hourly rate and, if earned, a commission. All other averments are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment. Defendant also denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers."

14. Admitted in part; denied in part. It is admitted only that Defendant paid Plaintiff an hourly rate and, if earned, a commission. All other averments are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment. Defendant also

denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers."

15. Denied. It is specifically denied that this matter is appropriate for class treatment. By way of further response, Defendant also denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers." All other factual allegations are denied.

16. Denied as stated. Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations, including concerning what Plaintiff remembers, and, on that basis, denies the allegations.

17. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. At all relevant times, Defendant properly compensated Plaintiff for all hours worked. By way of further response, it is specifically denied that this matter is appropriate for class treatment. Defendant also denies Plaintiff's reference to Loan Officers, Mortgage Loan Officers and Loan Originators collectively as "Loan Officers." All other averments are denied.

CLASS ACTION ALLEGATIONS

18. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

19. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

20. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent such allegations are factual, they are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

21. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

22. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

23. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent such allegations are factual, they are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

24. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent such allegations are factual, they are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

25. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. To the extent such allegations are factual, they are denied. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

COUNT I
(ALLEGING PMWA VIOLATIONS)

26. Defendant hereby incorporates by reference its responses to Paragraphs 1 through 25 as if fully set forth herein.

27. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

28. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure.

29. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure.

30. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure.

31. Denied. The allegations contained in this paragraph are denied as conclusions of law to which no response is required under the Pennsylvania Rules of Civil Procedure. At all relevant times, Defendant properly compensated Plaintiff for all hours worked. By way of further response, it is specifically denied that this matter is appropriate for class treatment.

WHEREFORE, Defendant respectfully requests that this Court dismiss Plaintiff's putative Class Action Complaint with prejudice and judgment be entered in favor of Defendant, including an award of reasonable attorneys' fees and costs and such other relief as the Court deems proper.

NEW MATTER

By way of further response to the allegations in Plaintiff's putative Class Action Complaint, Defendant hereby asserts the following New Matter:

1. Plaintiff's Complaint fails to state a cause of action against Defendant upon which relief may be granted.

2. Plaintiff has failed to state any facts entitling this matter to proceed collectively or to join the purported class member claims under the Pennsylvania Rules of Civil Procedure, or otherwise.

3. Plaintiff and the purported class have been paid everything they are owed under applicable law.

4. Plaintiff and the purported class's claims, or a portion thereof, are barred by any applicable limitations period.

5. Plaintiff and the purported class's claims are barred in whole or in part to the extent that the work they performed falls within exemptions, exclusions, exceptions, or credits provided for under the Pennsylvania Minimum Wage Act ("PMWA").

6. Plaintiff and the purported class's claims are barred in whole or in part as the time was *de minimis*.

7. Defendant at all times acted in good faith to comply with all applicable laws with reasonable grounds to believe that its actions did not violate any relevant statute, and Defendant asserts a lack of willfulness or intent to violate the PMWA.

8. Defendant denies that it owes any unpaid wages or other amounts to Plaintiff and the purported class. If it is determined that such monies are owed, Defendant asserts that at all

times relevant to this action a reasonable good faith dispute existed as to whether such wages or other amounts were owed.

9. Defendant has met any and all legal obligations to Plaintiff and the purported class.

10. All or part of the time for which Plaintiff and/or any proposed class members seek compensation does not constitute work or compensable time for purposes of the PMWA.

11. Plaintiff has failed to join indispensable parties.

12. Plaintiff and the purported class's claims, in whole or in part, are barred by the doctrines of ratification, acquiescence, accord and satisfaction, settlement, consent, payment and release.

13. Plaintiff is not similarly situated to any proposed class members, or to any other person or persons for the purposes of the PMWA.

14. Plaintiff and the purported class's claims, in whole or in part, are barred by the equitable doctrine of laches, waiver, judicial, collateral and equitable estoppel, and/or unclean hands.

15. Plaintiff and the purported class have failed to mitigate alleged damages.

16. Defendant is entitled to offset monies or other consideration paid or provided to Plaintiff and the purported class for periods in which they were engaged to work.

17. Plaintiff's Complaint and his cause of action under the PMWA is barred to the extent the Plaintiff or any purported class member has waived and/or released Defendant from any claims he or she may have against it.

18. Plaintiff and the purported class's claims should be barred in whole or in part to the extent that they previously pursued, or participated in a lawsuit alleging, the same or similar claims against Defendant and were compensated for those claims.

19. Plaintiff and the purported class's claims are barred to the extent that if Plaintiff or any purported class suffered any loss or damage, which Defendant denies, any such loss or damage was caused by their own conduct and not by any illegal conduct on Defendant's part.

20. Plaintiff and the purported class's claims are barred to the extent that they failed to properly perform their respective duties or duties they were realistically expected to perform.

21. Allowing this action to proceed as a class or class action would violate Defendant's rights under the Seventh Amendment to the United States Constitution and under the Due Process Clause of the Fifth Amendment to the United States Constitution because liability may not be determined by a single jury on a class-wide basis.

22. Plaintiff failed to engage in alternative dispute resolution as required under his Compensation and Employment Agreement. *See Exhibit A* at Section VIII(U).

23. Plaintiff failed to comply with the forum selection clause in his Compensation and Employment Agreement requiring this Action be filed in Prince William, County Virginia. *See Exhibit A* at Section VIII(M).

24. This Action has no connection to Philadelphia County.

25. Defendant does not regularly conduct business in Philadelphia County.

26. Plaintiff has brought this action in the wrong venue.

27. Plaintiff has engaged in forum shopping and Philadelphia County is vexatious and oppressive to Defendant.

28. Chester County would provide easier access to witnesses and other sources of proof.

29. Defendant currently has insufficient information upon which to form a belief as to whether it may have additional, as yet unstated, defenses beyond those listed above. Defendant therefore reserves the right to assert additional defenses as may be appropriate.

WHEREFORE, Defendant respectfully requests that this Court dismiss Plaintiff's putative Class Action Complaint with prejudice and judgment be entered in favor of Defendant, including an award of reasonable attorneys' fees and costs and such other relief as the Court deems proper.

FOX ROTHSCHILD LLP



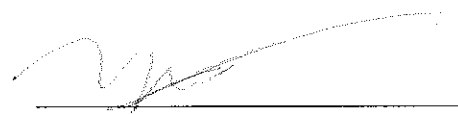
Colin D. Dougherty (No. 88363)
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Blue Bell, PA 19422
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bberkley@foxrothschild.com
Telephone: 610.397.6500

Counsel for Defendant

Date: August 14, 2018

VERIFICATION

I, Rachana Bhatt, hereby certify that the facts in the foregoing Answer to Plaintiff's Complaint with New Matter are true and correct to the best of my knowledge, information and/or belief. This Verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.




Date:

8/13/18

CERTIFICATE OF SERVICE

I, Colin D. Dougherty, hereby certify that, on this date, I caused the foregoing Defendant's Answer to Plaintiff's Complaint with New Matter to be filed electronically with this Court, where it is available for viewing and downloading from the Court's ECF system, and that such electronic filing automatically generates a Notice of Electronic Filing constituting service of the filed document, upon interested parties.



Colin D. Dougherty

Dated: August 14, 2018

EXHIBIT “A”

**LOAN OFFICER
COMPENSATION AND EMPLOYMENT AGREEMENT**

This Loan Officer Compensation and Employment Agreement (this "Agreement") is entered into, as of 3/25/16 ("Effective Date") by and between J.G. Wentworth Home Lending, Inc. ("J.G. Wentworth Home Lending") and Patrick Hackman ("Loan Officer"), (J.G. Wentworth Home Lending and Loan Officer are collectively referred to as the "Parties" and each individually a "Party").

WHEREAS, the Parties desire that Loan Officer work in the employment of J.G. Wentworth Home Lending as a loan officer at a branch office of J.G. Wentworth Home Lending to be located at Wayne ("Branch"); and

WHEREAS, the Parties desire to set forth their agreement with respect to such employment in this Agreement;

Now, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the consideration for which receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

I. GENERAL TERMS OF ENGAGEMENT

A. Engagement. Subject to the terms and conditions provided herein, J.G. Wentworth Home Lending hereby engages Loan Officer as a full-time employee and a loan officer of the Branch.

II. COMPENSATION

A. Compensation. At all times during Loan Officer's employment, as full compensation, J.G. Wentworth Home Lending hereby agrees to pay Loan Officer as set forth below and in the compensation schedule attached hereto as Exhibit A. J.G. Wentworth Home Lending at all times shall have the right to modify the applicable compensation formula on a prospective basis upon notice to Loan Officer. Compensation shall be paid to Loan Officer at such times and in a manner consistent with J.G. Wentworth Home Lending Policies (as defined below) as may be in effect from time to time.

B. Compensation at End of Employment. Upon cessation of Loan Officer's employment, for any reason, Loan Officer shall be paid any compensation earned up to and including the date employment ends. Except as otherwise expressly provided herein, or required by applicable law, Loan Officer shall not be entitled to any further compensation, including (but not limited to) draws, benefits, fringe benefits, commissions, or bonuses, as applicable. Loan Officer hereby covenants not to attempt to move any pipeline loan to any other person or entity following the end of employment.

C. Sole Compensation. Other than as provided for in this Article II, Loan Officer shall not be entitled to any other compensation or benefits.

III. CONDUCT AND RESPONSIBILITIES

A. Loan Officer Responsibilities. Loan Officer shall originate loans on behalf of J.G. Wentworth Home Lending and perform such other duties and tasks as may be assigned. Loan Officer shall strictly comply with and enforce J.G. Wentworth Home Lending Policies (as defined below). Loan Officer shall further comply with any oral or written instructions provided to Loan Officer by J.G. Wentworth Home Lending's corporate management team and/or Loan Officer's manager.

B. Applicable Requirements. In performing any duties or obligations under this Agreement, Loan Officer shall be familiar with and shall comply with all Applicable Requirements. As used in this Agreement, the term "Applicable Requirements" means:

- i. all of J.G. Wentworth Home Lending's manuals, guides, instructions, memoranda, e-mails, and other materials that set forth J.G. Wentworth Home Lending's policies and procedures ("J.G. Wentworth Home Lending Policies");
- ii. all applicable federal, state and local laws, ordinances, rules, regulations, guidelines and other requirements pertaining to the mortgage banking industry, to the business of J.G. Wentworth Home Lending, and to the origination, processing, underwriting, closing, or funding of mortgages, or other activities of J.G. Wentworth Home Lending, including but not limited to applicable consumer protection laws and regulations; and
- iii. all applicable investor, agency, and insurer guidelines.

C. Licenses and NMLS. Loan Officer shall be registered on the National Mortgage Licensing System (the "NMLS") and shall obtain and maintain any and all licenses that may be necessary for Loan Officer to transact business as a loan officer. Loan Officer shall obtain any additional licenses J.G. Wentworth Home Lending may direct Loan Officer to obtain, including those required by state law.

D. Professional Education. Loan Officer shall maintain a working knowledge of all current federal and state laws and regulations applicable to the origination and processing of mortgage loans. Loan Officer shall also maintain a working knowledge of all Applicable Requirements. Loan Officer shall take any educational courses that J.G. Wentworth Home Lending may direct Loan Officer to complete and shall attend J.G. Wentworth Home Lending's regularly scheduled training meeting to assist with Loan Officer's obligation to maintain a working knowledge of all Applicable Requirements.

E. No Contracting Authority. Loan Officer shall not, and has no authority to, enter into any contract on behalf of J.G. Wentworth Home Lending. Loan Officer shall not, and has no authority to, set up any personal or business accounts in J.G. Wentworth Home Lending's name. Loan Officer shall not, and has no authority to, authorize any recurring periodic charges on behalf of J.G. Wentworth Home Lending.

Any contract executed in violation of this provision shall be a nullity and shall be deemed a personal liability of the Loan Officer, not an obligation of J.G. Wentworth Home Lending.

F. Miscellaneous Business Expenses. J.G. Wentworth Home Lending may, in its discretion, reimburse Loan Officer for individual business expense in accordance with the terms of J.G. Wentworth Home Lending's Expense Reimbursement Policy. J.G. Wentworth Home Lending shall not reimburse Loan Officer for expenses unless such expenses are incurred and submitted in accordance with the Expense Reimbursement Policy.

G. Real Estate Licenses. If Loan Officer possesses a real estate salesperson's or broker's license, Loan Officer must place such license on inactive status during Loan Officer's employment. If Loan Officer does not possess a real estate salesperson's or broker's license, Loan Officer must not apply for such a license during Loan Officer's employment.

H. Funds. Loan Officer shall ensure and direct that all monies from a borrower and/or the closing of a mortgage loan are sent or delivered to J.G. Wentworth Home Lending in the most expeditious manner possible.

I. Advertising. All advertising and other uses of J.G. Wentworth Home Lending's Intellectual Property shall comply with J.G. Wentworth Home Lending's Advertising Policy and shall be submitted to J.G. Wentworth Home Lending's corporate office for review and approval prior to being published and/or disseminated to the public.

J. Records. Loan Officer shall not maintain duplicate "hard" copies of loan files at the Branch. All records and loan files shall be maintained in accordance with J.G. Wentworth Home Lending's record retention policy.

K. Background Check. At J.G. Wentworth Home Lending's request, Loan Officers shall execute such documents and provide such information as is necessary to enable J.G. Wentworth Home Lending to obtain a complete background check and credit report on Loan Officer. Loan Officer agrees that J.G. Wentworth Home Lending, at its discretion, may obtain a background check and credit report prior employment and periodically during the course of Loan Officer's employment.

L. Post-Closing Duties. Loan Officer shall cooperate and take all steps that are reasonably necessary to resolve post-closing issues related to a loan closed by Loan Officer. This obligation shall survive the termination of Loan Officer's employment.

M. No Pricing Discretion. Loan Officer has no authority to, and shall not, vary the pricing of a loan or otherwise make pricing concessions with respect to any loan.

IV. CONDITIONS OF EMPLOYMENT

A. Exclusivity. During Loan Officer's employment with J.G. Wentworth Home Lending, Loan Officer shall not:

- i. establish, operate, participate in, advise, or assist in establishing, any business that would compete in any way with the business of J.G. Wentworth Home Lending;
- ii. take any preliminary or preparatory steps toward investigating the viability of or toward establishing or operating a business that would compete in any way with the business of J.G. Wentworth Home Lending;
- iii. take, or assist anyone else in taking, an action that would divert any business or any business opportunity from J.G. Wentworth Home Lending; or
- iv. engage in any other activity that conflicts with Loan Officer's obligations to J.G. Wentworth Home Lending.

B. Non-Solicitation of Customers. For a period of one (1) year after the termination of Loan Officer's employment, Loan Officer shall not, directly or indirectly, on the Loan Officer's behalf or on behalf of another, solicit, contact or accept business from any person or company that:

- i. inquired about obtaining loan through J.G. Wentworth Home Lending within the ninety (90) day period immediately preceding the termination of Loan Officer's employment, or
- ii. had an active application to obtain a loan through J.G. Wentworth Home Lending within the ninety (90) day period immediately preceding the termination of Loan Officer's employment.

C. Non-Solicitation of Employees. During Loan Officer's employment with J.G. Wentworth Home Lending and for a period of one (1) year after the termination of Loan Officer's employment at J.G. Wentworth Home Lending, Loan Officer shall not, directly or indirectly, on Loan Officer's behalf or on behalf of another:

- i. solicit for employment or employ any individual that was an employee or agent of J.G. Wentworth Home Lending during term of Loan Officer's employment regardless of where such employee is located; or
- ii. encourage any employee or agent of J.G. Wentworth Home Lending to leave their employment with or terminate their relationship with J.G. Wentworth Home Lending.

D. No Conflicting Obligations. Loan Officer represents and warrants that Loan Officer is not subject to any non-compete, non-solicitation or other contractual or legal obligation to a prior employer or another entity that would interfere with Loan Officer's obligations to J.G. Wentworth Home Lending.

Loan Officer represents and warrants that Loan Officer did not commit any tortious acts, breach the duty of good faith to his prior employer, or interfere with the contractual expectancy of another entity by joining J.G. Wentworth Home Lending and/or recruiting loan officers to join the Branch.

Loan Officer is not in possession of and will not use the confidential and/or proprietary information of another entity and/or a prior employer in the fulfillment of Loan Officer's duties and obligations under this Agreement.

E. Injunction. Loan Officer agrees that J.G. Wentworth Home Lending's employment relationship with other employees and J.G. Wentworth Home Lending's customer and client relationships are of substantial value to J.G. Wentworth Home Lending and that a breach of the provisions of this Article (Article IV) will give rise to an irreparable injury to J.G. Wentworth Home Lending for which there is no adequate remedy at law; therefore, without limiting J.G. Wentworth Home Lending's other rights available at law or in equity, the Parties agree that J.G. Wentworth Home Lending shall be entitled to seek injunctive relief for any violation of the provisions of this Article (Article IV).

V. INTELLECTUAL PROPERTY

A. Intellectual Property. The term "Intellectual Property" includes but is not limited to: (i) trademarks, service marks, trade dress, logos, trade names, and corporate names, and all goodwill associated therewith, together with all translations, adaptations, derivations, and combinations, applications, registrations, and renewals relating thereto, (ii) copyrightable works, all copyrights, and all applications, registrations, and renewals relating thereto, (iii) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations relating thereto, (iv) computer software (including all data and related documentation), (v) advertising and promotional materials, (vi) other proprietary rights, domain names, email addresses, telephone numbers, social media identifications and tags, and (vii) copies and tangible embodiments of the foregoing (in whatever form or medium).

B. Proprietary Rights. Loan Officer acknowledges and agrees that J.G. Wentworth Home Lending has exclusive right, title, and interest in and to all of the Intellectual Property whether now or hereafter held, applied for, granted or utilized by J.G. Wentworth Home Lending in connection with the conduct of its business and/or operation of the Branch.

C. Limited Licenses. J.G. Wentworth Home Lending hereby grants Loan Officer a limited, non-exclusive, license to use J.G. Wentworth Home Lending's Intellectual Property in the operation of the Branch and the execution of Loan Officer's duties. All uses of the Intellectual Property shall be for the benefit of J.G. Wentworth Home Lending. Except as expressly granted in this Article (Article V), no other right, title or license, whether expressed or implied, is granted to Loan Officer.

Notwithstanding the foregoing limited license, J.G. Wentworth Home Lending reserves the right to limit Loan Officer's use of its Intellectual Property to specific purposes. J.G. Wentworth Home Lending may exercise this right in its sole discretion and may establish specific policies and procedures limiting Loan Officer's use of the Intellectual Property.

D. Termination of Limited License. The limited license granted by this Article (Article V) is revoked immediately upon the termination of Loan Officer's employment with J.G. Wentworth Home Lending. Upon the termination of the limited license, Loan Officer shall immediately cease using and/or accessing the Intellectual Property for any purpose and shall promptly return all Intellectual Property to J.G. Wentworth Home Lending whether such information is in written form, reducible to written form, electronically stored, or in other form.

E. Improvements. Any modifications, additions, and/or improvements to or on the Intellectual Property shall be the sole and exclusive property of J.G. Wentworth Home Lending. Such modifications, additions, and improvements include, but are not limited to, advertisements, websites, and slogans created or used by the Branch. Loan Officer shall take all necessary steps to transfer ownership and access to such improvements and modification to J.G. Wentworth Home Lending.

F. Injunction. Loan Officer agrees that the Intellectual Property is of substantial value to J.G. Wentworth Home Lending and that any breach of the provisions of this Article (Article V) will give rise to an irreparable injury to J.G. Wentworth Home Lending for which there is no adequate remedy at law; therefore, without limiting J.G. Wentworth Home Lending's other rights available at law or in equity, the Parties agree that J.G. Wentworth Home Lending shall be entitled to seek injunctive relief for any violation of the provisions of this Article (Article V).

VI. CONFIDENTIAL INFORMATION

A. Confidential Information. "Confidential Information" means any data or information that is proprietary to J.G. Wentworth Home Lending and not generally known to the public that is disclosed to or learned by the Loan Officer during the course of his employment. The term Confidential Information includes, but is not limited to: (i) any marketing strategies, pricing information, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of J.G. Wentworth Home Lending, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any trade secrets, concepts, reports, data, know-how, operating procedures, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any information protected by the Gramm-Leach-Bliley Act; (vi) customer lists, employee lists, lead sources, client information and vender contacts; and (vii) any other information deemed by J.G. Wentworth Home

Lending to be Confidential Information and information that should reasonably be recognized as J.G. Wentworth Home Lending's confidential information. Loan Officer agrees that confidential information need not be novel, unique, patentable, copyrightable and/or constitute a trade secret in order to be deemed Confidential Information.

B. Proprietary Rights. Loan Officer acknowledges and agrees that J.G. Wentworth Home Lending has exclusive right, title, and interest in and to all of its Confidential Information whether now or hereafter held, applied for, granted or utilized by J.G. Wentworth Home Lending in connection with the conduct of its business and/or operation of the Branch.

C. Access to Confidential Information. During the course of Loan Officer's employment it will become necessary for J.G. Wentworth Home Lending to disclose to Loan Officer certain aspects of J.G. Wentworth Home Lending's Confidential Information. Loan Officer agrees to use such Confidential Information only in executing Loan Officer's duties. Any use of the Confidential Information shall be for the benefit of J.G. Wentworth Home Lending. Except as expressly granted in this Article (Article VI), no other right, title or interest, whether expressed or implied, is granted to Loan Officer.

Notwithstanding the foregoing, J.G. Wentworth Home Lending reserves the right to limit Loan Officer's access and use of its Confidential Information. J.G. Wentworth Home Lending may exercise this right in its sole discretion and may establish specific policies and procedures limiting Loan Officer's access and use of the Confidential Information.

D. Termination of Access. Loan Officer's use and access to J.G. Wentworth Home Lending's Confidential Information is revoked immediately upon the termination of Loan Officer's employment with J.G. Wentworth Home Lending. Upon such termination, Loan Officer shall immediately cease using and/or accessing the Confidential Information for any purpose and shall promptly return all Confidential Information to J.G. Wentworth Home Lending whether such information is in written form, reducible to written form, electronically stored, or in other form.

E. Improvements. Any modifications, additions, and/or improvements to or on the Confidential Information shall be the sole and exclusive property of J.G. Wentworth Home Lending. Such modifications, additions, and improvements include, but are not limited to, advertisements created or used by the Branch and customer lists developed or used while Loan Officer is an employee. Loan Officer shall take all necessary steps to transfer ownership and access to such improvements and modification to J.G. Wentworth Home Lending.

F. Confidentiality. Loan Officer shall (i) limit disclosure of the Confidential Information provided to him or her to other employees who have a need to know such Confidential Information in connection with the execution of Loan Officer's duties, (ii) shall keep all Confidential Information strictly confidential, and (iii) shall not disclose any Confidential Information to any third parties without the written consent of the President or Executive Vice President of J.G. Wentworth Home Lending.

Notwithstanding anything in the foregoing to the contrary, Loan Officer may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Loan Officer promptly notifies J.G. Wentworth Home Lending in writing of such demand for disclosure so that J.G. Wentworth Home Lending may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

G. Injunction. Loan Officer agrees that the Confidential Information is of substantial value to J.G. Wentworth Home Lending and that a breach of the provisions of this Article (Article VI) will give rise to an irreparable injury to J.G. Wentworth Home Lending for which there is no adequate remedy at law; therefore, without limiting J.G. Wentworth Home Lending's other rights available at law or in equity, the Parties agree that J.G. Wentworth Home Lending shall be entitled to seek injunctive relief for any violation of the provisions of this Article (Article VI).

VII. TERM AND TERMINATION

A. Term Employment. Loan Officer is an at-will employee and may be terminated by J.G. Wentworth Home Lending at any time, with or without cause.

B. Termination for Cause. The following events shall constitute cause for termination of Loan Officer's employment:

- i. a breach of any provision of this Agreement;
- ii. insolvency or committing any act of bankruptcy, except to the extent that such acts are protected from constituting cause by state or federal statutes;
- iii. failure to perform any act or duty required to be performed under this Agreement;
- iv. failure to comply with Applicable Requirements;
- v. the knowing inclusion of a misstatement in any loan application or loan file;
- vi. the knowing omission of a fact from any loan application or loan file;
- vii. any act, or failure to act, involving a misrepresentation associated with a loan file;
- viii. failure to competently carry out the job of a loan officer;
- ix. failure to follow the instructions of J.G. Wentworth Home Lending's corporate management team;
- x. any act involving dishonesty, whether associated with Loan Officer's employment with J.G. Wentworth Home Lending or otherwise; or
- xi. any act which constitutes a criminal offense whether associated with Loan Officer's employment with J.G. Wentworth Home Lending or otherwise.

VIII. MISCELLANEOUS

A. Severability. If any provision of this Agreement is deemed to be illegal or unenforceable, all other provisions shall remain in full force and effect as if the Agreement did not contain the illegal or unenforceable provision. Should any provision of this Agreement be deemed to exceed the maximum scope of such a provision under any statute, regulation or court decision, said provision shall be reformed to equal said maximum scope. To the extent reformation is not possible, the offending provision shall be struck from the Agreement.

B. Further Assurances. Loan Officer agrees to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further documents that J.G. Wentworth Home Lending reasonably deems necessary or appropriate to carry out the terms and provisions of this Agreement.

C. Notices. All notices or requests required or permitted by this Agreement: (i) shall be in writing; (ii) shall be addressed to the Parties as indicated below unless notified in writing of change in address; and (iii) shall be deemed to have been given either when personally delivered, upon delivery thereof if sent by certified mail, return receipt requested, or the business day after such notice is placed in the hands of an overnight delivery service. The addresses of the Parties are as follows:

To J.G. Wentworth Home Lending: J.G. Wentworth Home Lending, Inc.
Attn.: Roger W. Jones, President
3350 Commission Court, Woodbridge, VA 22192

With Copy to: Jeremy Martin
Vice President, Division General Counsel
J.G. Wentworth Home Lending, Inc.
3350 Commission Court, Woodbridge, VA 22192

To Loan Officer:

Patrick Haekman
214 Hancock Ave
Norristown, PA 19401

D. No Waiver. Any failure by J.G. Wentworth Home Lending to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any of J.G. Wentworth Home Lending's rights under this Agreement. Except as may be specifically provided elsewhere, the Parties agree that any and all waivers shall be in writing.

E. Construction. This Agreement shall be construed as being drafted by the Parties jointly and shall not be construed against either Party. The headings, titles, and captions contained in this Agreement are merely for reference and do not define, limit, extend, or describe the scope of this Agreement or any provision herein. Unless the

context requires otherwise, the gender (or lack of gender) and number of all words used in this Agreement shall be interpreted to include the singular, plural, masculine, feminine, and neuter.

F. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original instrument.

G. Cooperation. At all times during and after separation of employment, the Parties hereto shall cooperate in effecting an orderly transition of the business contemplated by this Agreement to avoid any interruption in the handling of the business contemplated by this Agreement.

H. No Reliance. Loan Officer is not resigning Loan Officer's employment or relocating a residence in reliance on any promise or representation by J.G. Wentworth Home Lending regarding any guaranteed length of employment or guaranteed compensation by J.G. Wentworth Home Lending.

I. Withholding. Loan Officer acknowledges that all compensation earned under this Agreement shall be subject to applicable withholding and deductions.

J. Incorporation. The attachments identified in this Agreement constitute a part of this Agreement and are hereby expressly and specifically incorporated herein by reference in their entirety as if fully set forth in this Agreement.

K. Survival of Provisions. The provisions contained in this Agreement which, by their terms or by implication, require performance by either party subsequent to the termination or expiration of this Agreement shall be enforceable notwithstanding the termination or expiration of this Agreement.

L. Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, without recourse to its choice of law rules.

M. Forum and Venue. Any action or proceeding arising under or relating to this Agreement shall be brought in either the federal or state courts in Prince William County, Virginia. Each party irrevocably submits to the jurisdiction of the federal or state courts in Prince William County, Virginia for the purposes of resolving any dispute or claim arising under or relating to this Agreement, and waives any objection to venue laid therein. The Parties agree that this provision shall not act to limit J.G. Wentworth Home Lending's right to seek injunctive relief in any other forum or venue with jurisdiction to grant such relief.

N. Assignment by Loan Officer. This contract is for the personal services of the Loan Officer and is offered contingent upon securing the skills and ability of said Loan Officer. Accordingly, Loan Officer may not assign this Agreement or any portion thereof. Any attempt by the Loan Officer to assign this Agreement shall be a nullity.

O. Assignment by J.G. Wentworth Home Lending. J.G. Wentworth Home Lending may assign this Agreement in its sole discretion. To the extent J.G. Wentworth Home Lending assigns this Agreement, Loan Officer and said assignee shall be bound by the terms of this Agreement as if they were both original parties to this Agreement.

P. Terms of Agreement Understood. Each Party to this Agreement represents and warrants to each other Party that such Party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such Party's own judgment and, if sought, the advice of independent legal counsel.

Q. Third Party Rights. This Agreement shall not be construed as creating or giving rise to any rights for a third party.

R. Attorney Fees and Costs. To the extent permitted by applicable law, including without limitation, Federal Housing Administration ("FHA") regulations and guidance applicable to FHA insured loans, Loan Officer agrees that in the event J.G. Wentworth Home Lending must retain counsel (i) to enforce a provision of this Agreement, (ii) as a result of a breach by a Loan Officer, (iii) to defend a claim filed by Loan Officer, and/or (iv) as a result of any other dispute between the Parties, J.G. Wentworth Home Lending shall be entitled to recover its reasonable attorney's fees from the Loan Officer. J.G. Wentworth Home Lending shall further be entitled to recover any expenses of the action, including the costs of any interstate or international travel by J.G. Wentworth Home Lending and its counsel and witnesses. J.G. Wentworth Home Lending shall also be entitled to interest on any sums found owing as a result of the dispute, computed at the legal interest rate effective on the judgment date, and computed from the original date of the notice of the breach.

S. Remedies. Each and every power and remedy in this Agreement specifically given to J.G. Wentworth Home Lending shall be cumulative and shall be in addition to every other right, power and remedy herein or now or hereafter existing at law, in equity, or by statute, and each and every right, power and remedy whether specifically in this Agreement given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by J.G. Wentworth Home Lending, and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

T. Entire Agreement. This Agreement and all documents incorporated by reference contain the entire agreement of the Parties with regard to the subject matter set forth herein. This Agreement supersedes any and all prior agreements executed between the Parties related to the subject matter set forth herein. No representations were made or relied upon by either Party, other than those that are expressly contained herein. No amendment, modification, supplement or waiver of any provision of this Agreement may be made unless it is in writing and signed by the Parties.

U. Negotiation of Disputes. Prior to initiating any action or proceeding for monetary damages that arises out of or relates to this Agreement, the initiating Party shall provide the other Party with written notice of its claim or claims (the "Initial Notice") in accordance with the Notice Section of this Agreement (Article VIII, Section C). Following receipt of the Initial Notice, the Parties shall attempt to amicably resolve the claim or claims for a period of sixty (60) days. Each Party shall appoint a representative of its management to be a point of contact during the negotiating period. Nothing in the foregoing shall prevent either Party from amending claims and/or asserting counterclaims in any action or proceeding that is initiated if negotiations relating to the Initial Notice are unsuccessful. This provision shall not be construed as limiting J.G. Wentworth Home Lending's right to seek injunctive relief against Loan Officer.

V. Waiver of Jury Trial. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THE PARTIES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENTS CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES RELATED HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY THE PARTIES.**

Loan Officer: Patrick Hackman (print)
Patrick Hackman (sign) Date: 3/25/16

J.G. Wentworth Home Lending, Inc.:

By: _____ (sign) Date: _____
Roger W. Jones,
President of J.G. Wentworth Home Lending, Inc.