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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

JOE RAMIREZ, on behalf of himself and all
others similarly situated, and on behalf of the
general public,

Plaintiff,

vs.

OLDER AMERICANS HOUSING, INC., a
California Corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO. 21CECG00151

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: January 19, 2021

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JOE RAMIREZ
2 (“Plaintiff” or “Class Representative”), on behalf of himself and all other similarly situated, and on
3 behalf of the general public, and Defendant OLDER AMERICANS HOUSING, INC. (“Defendant”
4 or “OAH”) (collectively, the “Parties”).

5 **I. The Conditional Nature of This Stipulation.**

6 This Joint Stipulation of Class and Representative Action Settlement and Release, including
7 all associated exhibits or attachments, (“Stipulation”) is made for the sole purpose of resolving the
8 matter entitled *Ramirez, et al. v. Older Americans Housing, Inc., et al.*, Fresno County Superior
9 Court Case No. 212CECG00151 (the “Litigation”) on a class-wide basis. This Stipulation and the
10 settlement it evidences is made in compromise of disputed claims. Because the Litigation was filed
11 as a class action, this settlement must receive preliminary and final approval from the Court.
12 Accordingly, Defendant and the Class Representative enter this Stipulation and associated
13 settlement on a conditional basis. In the event the Court does not execute and file the Order Granting
14 Final Approval of the Settlement, or in the event that the Court does not enter the Judgement (as
15 defined below), or in the event that the associated Judgment does not become Final (as defined
16 below) for any reason, this Stipulation shall be deemed null and void. It shall be of no force or
17 effect whatsoever and shall not be referred to or used for any purpose whatsoever, and the
18 negotiation, terms and entry of it shall remain subject to the provisions of California *Evidence Code*
19 §§ 1119 and 1152.

20 Defendant denies all of the claims and class allegations as to liability, damages, and
21 restitution asserted in the Litigation. Defendant has agreed to resolve this Litigation by this
22 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant does
23 not waive, but rather expressly reserves all rights to challenge all such claims and allegations in the
24 Litigation.

25 **II. The Parties to this Stipulation**

26 This Stipulation, with the associated exhibits, is made and entered into by and among the
27 following parties (collectively, the “Settling Parties”): (i) the Class Representative Joe Ramirez (on
28 behalf of himself and each of the members of the class), with the assistance and approval of their

1 counsel (the “Class Counsel”); and (ii) Defendant Older Americans Housing, Inc., with the
2 assistance of its counsel of record. The Stipulation is intended by the Settling Parties to result in a
3 Judgment and to fully, finally, and forever resolve, discharge, and settle the released claims upon
4 and subject to the terms and conditions hereof.

5 **III. Procedural Posture**

6 Plaintiff Joe Ramirez (“Plaintiff”) filed a wage and hour class action lawsuit in Fresno
7 County Superior Court against Defendant on January 19, 2021 pursuing claims for: 1) Failure to
8 Provide Meal Periods in Violation of Labor Code sections 226.7, 512, and 556; 2) Failure to Provide
9 Rest Periods in Violation of Labor Code sections 226.7, 512, and 556; 3) Failure to Pay all Wages
10 in Violation of Labor Code sections 510, 1194, and 1194.2; 4) Knowing and Intentional Failure to
11 Comply With Itemized Employee Wage Statement Provisions in Violation of Labor Code sections
12 226(a), (e); 5) Failure to Timely Pay Wages Due at Termination in Violation of Labor Code sections
13 201-203; 6) Failure to Timely Pay Employees in Violation of Labor Code section 204(a)(b); 7)
14 Failure to Reimburse for Business Expenses in Violation of Labor Code section 2802; and 8)
15 Violation of Business and Profession Code section 17200. On May 28, 2021, Plaintiff filed a First
16 Amended Complaint adding a cause of action for Penalties Pursuant to Labor Code Section 2699(f)
17 for Violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
18 204(a)(b), and 2802. Roman Otkupman and the Otkupman Law Firm, ALC represents Plaintiff.
19 Defendant answered in due course.

20 On January 18, 2022, Defendant and Plaintiff engaged in private mediation with mutually
21 selected mediator, Steven Serratore. At mediation, Plaintiff and Defendant engaged in an intensive
22 discussion regarding their evaluation of the matter, the relevant legal arguments, as well as the
23 potential damages. Through the assistance of the mediator, the Parties came to an agreement, which
24 is outlined in this comprehensive, long-form settlement agreement.

25 **IV. Defendant’s Denial of Wrongdoing or Liability**

26 Defendant denies all of the claims and contentions that the Class Representative alleges in
27 the Litigation and has asserted numerous defenses to liability, class certification, and damages.
28 Defendant does not, by this Settlement Agreement or otherwise, admit any liability of wrongdoing

1 of any kind. Nonetheless, Defendant has taken into account the uncertainty and risks inherent in
2 any litigation, particularly on a class-wide basis, and has concluded that to continue the Litigation
3 would be protracted and expensive. In light of the above, Defendant has determined that it is
4 desirable and beneficial to it that the Litigation be fully and finally settled in the manner and upon
5 the terms and conditions set forth in this Stipulation.

6 **V. Claims of the Class Representative and Benefits of Settlement**

7 The Class Representative believes that the claims asserted in the Litigation have merit and
8 that evidence developed to date supports the claims. The Class Representative and Class Counsel
9 recognize and acknowledge, however, the expense and length of the type of continued proceedings
10 necessary to prosecute the Litigation against Defendant through class certification, trial, and appeals.
11 The Class Representative and Class Counsel have also taken into account the uncertain outcome
12 and the risks of any litigation, especially in putative class actions such as this Litigation, as well as
13 the difficulties and delays inherent in such litigation. The Class Representative and Class Counsel
14 are also mindful of the inherent problems of proof in establishing and overcoming potential defenses
15 to the claims asserted in the Litigation. In light of these considerations, the Class Representative
16 and Class Counsel believe that the settlement set forth in the Stipulation confers substantial benefits
17 and is in the best interests of the Class Representative and the Class.

18 **VI. Terms of the Stipulation and Agreement of Settlement**

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
20 Class Representative, for himself and on behalf of all other similarly situated to him and as defined
21 below, on the one hand, and Defendant, on the other hand, with the assistance of its respective
22 counsel of record, that, as among the Settling Parties, including all members of the Settlement Class,
23 the Litigation and the Released Claims shall be finally and fully compromised, settled, and released,
24 subject to the terms and conditions of the Stipulation and the Judgment.

25 **A. Definitions**

26 As used in all parts of this Stipulation, including the exhibits which are incorporated as part
27 of the Stipulation, the following terms have the meanings specified below:

28 1.1 "Claims Administrator" means the third-party claims administration firm,

1 Simpluris, Inc. (“Simpluris”).

2 1.2 “Class” or “Class Member” or “Class Members” means any and all current
3 and former non-exempt employees who worked for Defendant within the State of California during
4 the Class Period.

5 1.3 “Class Counsel” and “Plaintiffs’ Counsel” means Roman Otkupman of the
6 Otkupman Law Firm, ALC.

7 1.4 “Class Member Payout Fund” means the gross amount Defendant will pay
8 (subject to Court Approval and the occurrence of the Effective Date) to all Participating Class
9 Members and is calculated by subtracting all of the following from the Gross Settlement Sum: (1)
10 up to 35% to Class Counsel for attorneys’ fees; (2) up to \$15,000.00 to Class Counsel for
11 reimbursement of litigation costs; (3) Class Representative service award of \$7,500.00 to Plaintiff;
12 and (4) PAGA Penalties to the LWDA; and (5) up to \$15,000.00 to the Claims Administrator for
13 administration of this Settlement.
14

15 1.5 “Class Period” means the time period of January 19, 2017 through April 30,
16 2022.

17 1.6 “Class Representative” or “Plaintiff” means Plaintiff Joe Ramirez, the
18 individual designated to serve as the official representative of the Class.
19

20 1.7 “Court” means the Superior Court of the State of California for the county
21 of Los Angeles.
22

23 1.8 “Defendant” means Older Americans Housing, Inc. (“OAH”).

24 1.9 “Effective Date” means the date on which the Court grants Final Approval of
25 the Settlement.

26 1.10 “Final Approval” means the Final Approval Order and Judgment have been
27 entered by the Court.
28

1.11 “Final Approval Hearing” means a hearing held before the Court to consider Final Approval of the Settlement, whether and in what amount attorneys’ fees and costs should be awarded to Class Counsel, and whether and in what amount the service payment award shall be paid to Plaintiff Ramirez, and the merits and objections, if any, to the Settlement set forth therein or any of its terms. This hearing is intended to be the Final Approval Hearing required under California Rule of Court 3.769(a).

1.12 “Gross Settlement Sum” means the total settlement amount of two hundred thousand dollars (\$200,000.00) to be paid by Defendant, subject to the occurrence of the Effective Date of settlement, and includes the following: Class Counsel’s attorneys’ fees in the sum of up to \$70,000.00, Class Counsel’s litigation costs of up to \$15,000.00, the Class Representative service award of \$7,500.00 to Class Representative Joe Ramirez, the settlement administration costs in the sum of \$15,000.00, the Payment for PAGA Penalties, and the Individual Settlement Amount payments to Participating Class Members. Defendant’s share of payroll taxes shall be paid separate, apart and outside of the Gross Settlement Sum.

1.13 “Individual Settlement Amount” means the total gross amount due to an individual Participating Class Member, inclusive of pre-judgment and post-judgment interest and penalties, and is calculated by dividing the Class Member Payout Fund by the number of workweeks worked during the Class Period by Participating Class Members. However, the workweeks of any opt out class member shall not be included in calculating Individual Settlement amounts.

1.14 “Last Known Address” means the most recently recorded mailing address for a Class Member as such information is contained in employment, payroll, or personnel records maintained by Defendant.

1.15 “Litigation” means the lawsuit pending in the Court presently styled *Ramirez, et al. v. Older Americans Housing, Inc., et al.*, Fresno County Superior Court Case No.

1 21CECG00151, filed January 19, 2021.

2 1.16 "Notice Mailing Deadline" means the deadline for the Claims Administrator
3 to mail the Class Notices, which shall be no later than thirty (30) calendar days after the Preliminary
4 Approval Date.

5 1.17 "Objection Deadline" means the deadline for a Class Member to object to the
6 settlement, the date for which shall be indicated on the Class Notice mailed by the Claims
7 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
8 Deadline.

9 1.18 "Opt-Out" "Opt-Outs" or "Request for Exclusion" means a Class Member
10 wishes to be excluded from the Settlement Class in the manner specified in the Class Notice. A
11 timely Opt-Out must be received no later than the Opt-Out Deadline.

12 1.19 "Opt-Out Deadline" means the deadline for a Class Member to Opt-Out of
13 the settlement, the date of which shall be indicated of the Class Notice mailed by the Claims
14 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
15 Deadline.

16 1.20 "Order of Final Approval and Entry of Judgment" or "Order Granting Final
17 Approval of Settlement and Entry of Judgment" or "Judgment" means the order and judgment to be
18 entered by the Court titled "Order Granting Final Approval of Settlement and Entering Judgment,"
19 The Judgment shall constitute approval pursuant to California Rule of Court 3.769(a) and 3.771(a).

20 1.21 "PAGA Period" means the time period of January 20, 2020 through April 30,
21 2022.

22 1.22 "Participating Class Member" means any and all current or former hourly-
23 paid or non-exempt employees who worked for Defendant in California during the Class Period
24 who did not timely and properly Opt-Out of the settlement pursuant to Paragraph 3.3.3 and thus
25

1 become bound by the Judgment.

2 1.23 “Person” means a natural person.

3 1.24 “Preliminary Approval Date” means the date on which the Court grants
4 preliminary approval of the settlement.

5 1.25 “Preliminary Approval Order” or “Order Granting Preliminary Approval of
6 Class Action Settlement” means an order to be filed and signed by the Court following the hearing
7 on the Motion for Order Granting Preliminary Approval of Class Action Settlement. This
8 Preliminary Approval Order shall constitute an order certifying provisional classes for settlement
9 purposes only pursuant to California Rule of Court 3.769(d), approving the Class Notice, directing
10 the mailing of the Notice Packet, and setting a final approval/fairness hearing pursuant to California
11 Rule of Court 3.769(e).
12

13 1.26 “Released Class Claims” shall collectively mean as follows: all claims,
14 causes of action, and legal theories alleged or which could have been alleged or otherwise raised
15 based on the facts in the operative Complaint, including violations of Labor Code sections 226.7,
16 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), and 2802, and violation of Business
17 and Professions Code section 17200 et seq., and all claims for interest on unpaid wages during the
18 Class Period. This Stipulation of Settlement will release all such claims of Class Members who do
19 not timely Opt-Out of the Settlement within the scope of the Litigation during the Class Period. In
20 consideration for the service awards and as an inducement for Defendant to enter into this
21 Stipulation, Class Representative’s Released Claims (and only the Class Representative)
22 additionally include any and all claims including Unknown Claims against Defendant that accrued
23 during the Class Period, but does not include claims for: age discrimination under the Age
24 Discrimination In Employment Act, unemployment insurance, workers’ compensation benefits,
25 state disability compensation, previously vested benefits under any Employer-sponsored benefits
26
27
28

1 plan, claims under the Employment Retirement Income Security Act of 1974, nor any other claims
2 which cannot be released as a matter of law. Defendant will not oppose an enhancement fee award
3 to Plaintiff in the amount of \$7,500.00. The Released Claims as to Participating Class Members do
4 not extend to any claims which have not been alleged in the operative Complaint and specifically
5 exclude any claims which cannot be released as a matter of law, claims for workers' compensation,
6 personal injuries, unemployment insurance, state disability compensation, claims under the
7 Employment Retirement Income Security Act of 1974, previously vested benefits under any
8 Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and
9 harassment including but not limited to those arising under the Age Discrimination In Employment
10 Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of
11 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California
12 Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or
13 similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with
14 Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning
15 discrimination, retaliation and/or harassment.
16
17

18 1.27 "Settling Parties" means Defendant, Older Americans Housing, Inc. and
19 Plaintiff, Joe Ramirez, on behalf of himself and as Class Representative of all Participating Class
20 Members.
21

22 1.28 "Released Parties" means Defendant and its respective parent companies,
23 subsidiaries, affiliates, current and former management companies, shareholders, members, agents
24 (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys,
25 and any past, present, or future offices, directors, and employees), predecessors, successors, and
26 assigns.
27

28 1.29 "Stipulation" means this agreement, the Stipulation and Agreement to Settle

1 Class Action and all of its attachments and exhibits, which the Settling Parties understand and agree
2 sets forth all material terms and conditions of the Settlement between them, and which is subject to
3 Court approval.

4 1.30 "Total Workweeks" means the total number of workweeks employed by
5 Participating Class Members during the Class Period.
6

7 **B. The Settlement**

8 2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other*
9 *Obligations of Defendant and the Settlement Administrator.*

10 2.1.1 The total Gross Settlement Sum shall be Two Hundred Thousand Dollars and
11 Zero Cents (\$200,000.00).

12 2.1.2 Defendant shall fund the total Gross Settlement Sum to the Settlement
13 Administrator no later than sixty (60) calendar days following the Effective Date.

14 2.1.3 The Claims Administrator shall administer the settlement by establishing a
15 toll-free telephone number and mailing address for receipt of Class Member communications,
16 formatting and printing the Class Notice Packets; distributing the Class Notice Packets, performing
17 skip traces on undeliverable Notice Packets, adjudicating Class Members' disputes over dates
18 during the Class Period, providing Class Counsel and counsel for Defendant with updates on the
19 status of Opt-Outs (including Class Member names and percentage of weeks they represent),
20 calculating claims, and handling inquiries about the calculation of the Individual Settlement
21 Amounts. The actions of the Claims Administrator shall be governed by the terms of this
22 Stipulation. The Settling Parties, through their counsel, may provide written information needed by
23 the Claims Administrator pursuant to the Stipulation.

24 2.1.4 Defendant, through the Claims Administrator, shall pay no later than twenty
25 (20) calendar days after the receipt of the Gross Settlement Sum funds by the Claims Administrator,
26 the Court-approved: (1) attorneys' fees and litigation costs to Class Counsel as described in
27 subsection (a) below; (2) the Class Representative's service award as set forth in subsection (b)
28 below; and (3) the fees to the Claims Administrator as set forth in subsection (c) below.

1 (a) Attorney's Fees and Litigation Costs: Class Counsel shall seek
2 attorney's fees in the amount of 35% or \$70,000.00 and reimbursement of
3 litigation costs up to \$15,000.00. Defendant agrees not to oppose Class
4 Counsel's request for attorney's fees and costs in the above-referenced
5 amounts. The Claims Administrator will report the attorney's fees and costs
6 award on a Form 1099, which it will provide to Class Counsel and to the
7 pertinent taxing authorities.

8 (b) Class Representative Service Award: Subject to Court approval, the
9 Class Representative's Service Award shall be Seven Thousand Five
10 Hundred Dollars (\$7,500) to Plaintiff Joe Ramirez. This is in addition to
11 Class Representative's settlement share. Defendant agrees not to oppose the
12 amount of the Class Representative's Service Award. Since it is the intent of
13 the Settling Parties that the Service Award to the Class Representative is for
14 his service to the Class Members, and not wages, the Claims Administrator
15 will not withhold any taxes from the Service Award. The Claims
16 Administrator will report the Service Awards on a Form 1099, which the
17 Claims Administrator will provide to Class Representative and the pertinent
18 taxing authorities.

19 (c) Claims Administration Costs. Subject to Court approval, the Claims
20 Administrator, Simpluris, shall be paid an amount not to exceed \$15,000.00
21 for its fees and costs relating to the administration of this settlement,
22 including but not limited to all the duties set forth above, all tax document
23 preparation, custodial fees and accounting fees, all costs and fees associated
24 with computing, reviewing, and paying distributions from the Gross
25 Settlement Sum, all costs and fees associated with preparing any tax returns
26 and any other filings required by any governmental taxing authority or
27 agency, all costs and fees associated with preparing any other notices, reports,
28 or filings to be prepared in the course of administering disbursements from

1 the Gross Settlement Sum, and any other costs and fees incurred and/or
2 charged by the Claims Administrator in connection with the execution of its
3 duties under this Stipulation.

4 (d) PAGA Payment. The Parties agree that \$20,000.00 shall be allocated
5 to the payment of PAGA penalties. 75% of which, amounting to \$15,000.00,
6 shall be paid to the LWDA, and 25% of which, amounting to \$5,000.00, shall
7 be paid and distributed by the Claims Administrator to the PAGA Employees.
8 PAGA Employees shall be paid no later than twenty (20) calendar days after
9 the payment of funds to the Claims Administrator, Each PAGA Employee
10 shall receive a *pro rata* share calculated by dividing the PAGA Employee's
11 number of workweeks worked during the PAGA Period by the total number
12 of workweeks worked by all PAGA Employees and multiplying that ratio by
13 \$5,000.00.

14 2.1.5 No later than twenty (20) calendar days after the payment of funds to the
15 Claims Administrator, Defendant, through the Claims Administrator, and according to the terms,
16 conditions and procedures set forth in this Stipulation, shall pay to each Participating Class Member
17 their Individual Settlement Amount. Payments to Participating Class Members will be inclusive of
18 interest, wages, and penalties and will be allocated as follows: 45% to satisfaction of claims for
19 interest, 45% to satisfaction of claims for penalties, and 10% to the satisfaction of claims for unpaid
20 wages. All settlement payment for wages shall be subject to required withholdings and deductions
21 for W-2 wage payments. With regard to payments in settlement of claims for penalties and interest,
22 these payments shall be issued through a Form 1099 and not subject to withholdings or deductions.

23 2.1.6 The Claims Administrator shall compute the Individual Settlement Amount
24 for the Participating Class Members as follows:

25 (a) First, the Settlement Administrator shall subtract the following
26 amounts from the Gross Settlement Sum: (1) the Class Counsel Fees Payment
27 and Class Counsel Litigation Expenses Payment; (2) the Class
28 Representative's Service Award; (3) the Settlement Administrator's Fees;

1 and (4) PAGA Payment; and

2 (b) Second, the Settlement Administrator shall calculate the Workweek
3 Value by dividing the amount calculated in (a), above, by the Total
4 Workweeks worked by the Participating Class Members.

5 (c) Third, the Settlement Administrator shall calculate each Participating
6 Class Member's Individual Settlement Amount by multiplying that
7 Participating Class Member's Workweeks worked during the Class Period by
8 the Workweek Value.

9 (d) If the workweek count exceeds 5,635, then the settlement amount will
10 increase on a pro rata basis.

11 (e) The Settling Parties agree that the above-described formula and
12 distribution methods are reasonable and fair in light of the Settling Parties'
13 investigation of the claims of the Class, and the relative degree of uncertainty,
14 risk of outcome of further litigation, and difficulties and delays inherent in
15 such litigation of these claims.

16 2.1.7 The Claims Administrator shall be responsible for calculating, reporting and
17 paying the employers' payroll taxes which Defendant shall fund separate and apart from the Gross
18 Settlement Sum. Defendant, through the Settlement Administrator, will report each payment made
19 from the Gross Settlement Sum to government authorities including the Internal Revenue Service
20 as required by law, and it shall make all required deductions and/or withholdings. Defendant,
21 through the Settlement Administrator, will also retain the amount due for payroll taxes and will pay
22 those amounts to the pertinent government authorities in the manner and the time prescribed by law.
23 Defendant, through the Settlement Administrator, shall report the wage payments to the Internal
24 Revenue Service (and other relevant government agencies) as wage income in the year of payment
25 on a Form W-2 or similar form issued to the Participating Class Members in question. Defendant,
26 through the Settlement Administrator, shall report payments for penalties and interest to the Internal
27 Revenue Service (and other relevant governmental agencies) as non-wage income in the year of
28 payment on a Form 1099, or similar form issued to the Participating Class Members in question.

1 2.1.8 The Settling Parties agree that nothing contained herein is intended to
2 constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied
3 upon as such. The tax issues for each Participating Class Member are unique, and each Participating
4 Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any
5 payments resulting from this settlement. The Parties make no representations as to the tax treatment
6 or legal effect of the payments called for hereunder, and Settlement Class Members are not relying
7 on any statement or representation by the Parties, Class Counsel and Defense Counsel in this regard.
8 Settlement Class Members understand and agree that they will be responsible for the payment of
9 any employee taxes and penalties assessed on the Individual Settlement Payments described herein
10 and will hold the Parties, Class Counsel and Defense Counsel free and harmless from and against
11 any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from
12 personal tax treatment of the payments made pursuant to this Agreement.

13 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the
14 "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
15 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
16 communication or disclosure between or among the Parties or their attorneys and other advisers, is
17 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
18 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
19 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
20 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
21 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
22 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
23 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
24 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
25 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
27 acknowledging party of the tax treatment or tax structure of any transaction, including any
28 transaction contemplated by this Agreement.

2.1.9 Individual Settlement Amount payment checks will be valid for a period of one hundred eighty (180) days following issuance by the Claims Administrator, after which they will become void. Should there remain uncashed checks thirty (30) days following issuance, the Claims Administrator will mail a postcard to each holder of an uncashed to remind them to cash the funds before the void date. Following the void date, the Claims Administrator will cause the aggregate sum represented by those uncashed checks, pursuant to California *Code of Civil Procedure* section 384, and to be distributed shall be transmitted to the California State Controller's Office's Unclaimed Property Division in the name of the Settlement Class Member.

C. Procedure for Approval and Implementation of Settlement

3.1 *Preliminary Approval*

3.1.1 The Class Representative, through his counsel of record, shall file this Stipulation with the Court in conjunction with the Motion for Order Granting Preliminary Approval of the Class Action Settlement. The Preliminary Approval motion will (1) seek preliminary approval of this Stipulation pursuant to California Rule of Court 3.769(c); (2) conditional certification of the Class for settlement purposes only; (3) seek approval of the Class Notice; and (4) request the scheduling of the Final Approval Hearing, pursuant to California Rule of Court 3.769(e).

3.1.2 Failure of the Court to enter the Preliminary Approval Order in its entirety or in a substantially similar form (as indicated in Paragraph 3.1.1.) will be grounds for Defendant to terminate the settlement and the terms of this Stipulation pursuant to Paragraph 3.6.1. The Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid any termination of the settlement.

3.2 *Notice to Class Members*

3.2.1 Following the grant of Preliminary Approval and direction by the Court to mail the Court-approved Class Notice, the Claims Administrator shall mail a Notice Packet to each Class Member no later than ten (10) calendar days after Defendant provides the data to the Claims Administrator as set forth in Paragraph 3.2.2 below. The Class Notice Packet shall be mailed via first class mail, postage pre-paid through the United States Postal Service. The envelope containing

1 the Class Notice Packet shall bear the following phrase in bold type, ¼ inch below the return address
2 or ¼ inch above the Claims Administrator's name and address: Return Service Requested. The
3 envelope shall also bear the following phrase in the bottom left hand corner: IMPORTANT LEGAL
4 DOCUMENT – You May Get Money From A Class Action Settlement; Your Prompt Reply To
5 Correct A Bad Address Is Required; Please Open Immediately". The Notice Packet will not contain
6 any other materials.

7 3.2.2 Defendant shall prepare a list, in an electronically usable format containing
8 for each Class Member, to the extent Defendant has such information, the following: (1) the first,
9 last and middle name; (2) Last Known Address; (3) social security number; and (4) hire and, if
10 applicable, termination dates of employment. By approving this settlement, the Court will be
11 deemed to have authorized Defendant to provide the Claims Administrator with the Class Data List,
12 including the social security numbers of Class Members. Defendant shall provide the Class Data
13 List to the Claims Administrator and Class Counsel within twenty (20) calendar days of the
14 Preliminary Approval Date.

15 3.2.3 For the Class Representative, the Claims Administrator shall mail the Class
16 Notice Packet to the Class Representative in care of Class Counsel at Class Counsel's address.

17 3.2.4 For Class Members who have been designated by Defendant on the Class List
18 as an active employee, the Claims Administrator shall mail the Class Notice to the Last Known
19 Address provided by Defendant. If a Notice Packet associated with an active employee is returned
20 as undeliverable due to a bad address, the Claims Administrator shall immediately inform the
21 Parties and request Defendant to undertake efforts to obtain a more current address from the Class
22 Member for remailing of the Notice Packet.

23 3.2.5 Prior to mailing the Class Notice, the Claims Administrator shall undertake a
24 reasonable address verification to ascertain the accuracy of the Last Known Address of Class
25 Members' addresses contained in the Class Data List. To the extent this process yields an Updated
26 Address, it shall replace the Last Known Address and be treated as the new Last Known Address
27 for purposes of this Stipulation and for Class Notice mailing.

28 3.2.6 If a Class Member is known to be deceased, the Class Notice for that deceased

1 Class Member shall be mailed to the Last Known Address (or Updated Address, if applicable) of
2 the legal representative of the deceased Class Member's estate, to the extent known.

3 3.2.7 Unless the Claims Administrator receives a Class Notice returned from the
4 United States Postal Service for reasons discussed below in this paragraph, that Class Notice shall
5 be deemed mailed and received by the Class Member to whom it was sent five (5) days after
6 mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt-Out
7 Deadline, that Class Notice is returned to the Claims Administrator by the United States Postal
8 Service because the address of the recipient is no longer valid (i.e., the envelope is marked "Return
9 to Sender") the Claims Administrator shall undertake an Accurant or Experian Skip Tracing on the
10 Class Member to attempt to ascertain the current address of the particular Class Member in question
11 and, if such an address is ascertained, the Claims Administrator will re-send the Class Notice within
12 three (3) business days of receipt of the returned Class Notice. In either event, the Class Notice
13 shall be deemed received once it is mailed for the second time. In the event that subsequent to the
14 first mailing of a Class Notice and on or after the Opt-Out Deadline, that Notice is returned to the
15 Claims Administrator by the United States Postal Service because the address of the recipient is no
16 longer valid (i.e., the envelope is marked "Return to Sender") the Claims Administrator shall be
17 required to take no further action with that Class Notice and it shall be deemed to have been
18 delivered. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt-
19 Out Deadline that Notice is returned to the Claims Administrator by the United States Postal
20 Service with a forwarding address for the recipient, the Claims Administrator shall re-mail the
21 notice to that address within three (3) business days of receipt of the returned Class Notice, the
22 Class Notice will be deemed mailed and received at that point, and the forwarding address shall be
23 deemed the Updated Address for that Class Member. In any event, if the Claims Administrator
24 does not receive notice from the United States Postal Service that a particular Class Notice is
25 undeliverable, or should be sent to a forwarding address, at least ten (10) calendar days prior to the
26 deadline for the Claims Administrator to provide the Declaration of Compliance as described
27 below, the notice procedures in this paragraph will be deemed to have been complied with as to
28 that Class Notice and no further action need be taken by the Claims Administrator with regard to

1 that Class Notice. In the event the Claims Administrator must re-mail any Class Notice pursuant
2 to the provisions of this Paragraph due to being returned for an invalid address, the Opt-Out and
3 Objection Deadlines shall be extended for those re-mailings to no later than thirty (30) calendar
4 days from the date of the re-mailing of the Class Notice. The Claims Administrator shall include a
5 cover letter with any re-mailing informing the Class Member of the re-mailing of the Class Notice
6 and that he or she has thirty (30) calendar days from the date of the re-mailing (which shall be the
7 date the re-mailing of the Class Notice is postmarked) to postmark any response allowed by the
8 Stipulation and Class Notice, even if postmarked after the original Objection and Opt-Out
9 Deadlines. Compliance with the procedures described in this paragraph shall constitute due and
10 sufficient notice to Class Members of this proposed settlement and of the Final Approval Hearing,
11 and shall satisfy the requirements of due process. Nothing else shall be required of or done by the
12 Settling Parties, Class Counsel, counsel for Defendant, or the Claims Administrator to provide
13 notice of the proposed settlement and the Final Approval Hearing.

14 3.2.8 No later than thirty (30) calendar days before the Final Approval Hearing, the
15 Claims Administrator shall provide Class Counsel and counsel for Defendant with a declaration
16 attesting to completion of the notice process, including any attempts to obtain Updated Addresses
17 for, and the re-sending of, any returned Class Notices, names of Opt-Out employees and all the
18 steps set forth above ("Declaration of Compliance"), which shall be filed with the Court by Class
19 Counsel together with the Motion for Order Granting Final Approval and Entering Judgment.

20 3.3 *Responses to the Notice of Proposed Class Action Settlement*

21 3.3.1 Participation at Class Members' Own Expense: Pursuant to California Rule
22 of Court 3.766(d)(5), Class Members have the option to participate in the Lawsuit at their own
23 expense by obtaining their own attorney(s). Class Members who choose this option will be
24 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
25 will advise Class Members of this option.

26 3.3.2 Objections to Settlement: Class Members may also object to the settlement
27 by submitting a written objection to the Claims Administrator no later than the Objection Deadline.
28 The written objection must be signed and dated, and additionally state the Class Member's name,

1 dates of employment with Defendant, the case name and number, and the basis for the objection. A
2 Class Member who objects to the settlement will still be considered a Member of the Settlement
3 Class unless he or she submits a valid and timely request for exclusion as set forth below. Class
4 Counsel shall file copies of such objections at the time the Motion for Order Granting Final
5 Approval of Class Action Settlement is filed with the Court. Even if a Class Member does not
6 submit a written objection, he or she may appear at the Final Approval hearing to lodge an objection.

7 3.3.3 Opting Out of Settlement: Written requests to be excluded from or Opt-Out
8 of the Settlement must be post-marked and returned to the Claims Administrator at the address
9 provided in the Class Notice by no later than Opt-Out Deadline, unless extended as provided for
10 above. Such written requests for exclusion must contain the name, address, telephone number, the
11 last four (4) digits of the social security number of the person requesting exclusion from the Class
12 and must explicitly and unambiguously state the following statement or similar statement: "I wish
13 to exclude myself from the settlement reached in the matter of *Ramirez v. Older Americans Housing,*
14 *Inc.* I understand by excluding myself, I will not receive any money from the settlement reached in
15 this matter." Any person who properly Opt-Outs of the Class using this procedure will not be
16 entitled to any payment from the Gross Settlement Sum and will not be bound by the Settlement or
17 have any right to object, appeal, or comment thereon. Class Members who do not submit a valid
18 and timely request for exclusion in the manner described in this paragraph and as set forth in the
19 Class Notice shall receive an Individual Settlement Payment and shall become Participating Class
20 Members and shall release the Released Parties from the Released Claims upon Final Approval and
21 entry of Judgment.

22 3.3.4 Class Members who do not Opt-Out of the Settlement Class shall be deemed
23 Members of the Settlement Class, shall receive an Individual Settlement Payment, and shall be
24 bound by the Judgment.

25 3.3.5 In the event that any Class Member timely submits a Request for Exclusion
26 (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but not later than five (5)
27 business days of the Claims Administrator's receipt of such, the Claims Administrator shall send by
28 first class, United States mail a notice to such Class Member informing him or her of the deficiency

1 and that he or she has ten (10) calendar days from the date of the notice (which shall be the date the
2 notice is mailed) to cure the deficiency and postmark and mail the corrected Request for Exclusion,
3 even if postmarked after the Opt-Out Deadline. The Claims Administrator shall also copy Class
4 Counsel and counsel for Defendant with any such notices of deficiency.

5 3.3.6 The Settling Parties agree that the Opt-Out/Objection Deadline shall not be
6 extended and no untimely submissions will be honored, under any circumstances, unless mutually
7 agreeable by the Settling Parties and/or except to the extent permitted by this agreement..
8 Notwithstanding the foregoing, a Class Member will be allowed to extend the Opt-Out and
9 Objection Deadlines for him or herself if and only if he or she can make a showing of legal
10 incapacity during the notice period.

11 3.4 *Post Claims Administration Period Events and Settlement Fairness Hearing*

12 3.4.1 At the Final Approval Hearing, the Class Representative shall ask the Court
13 to give final approval of this Stipulation and shall submit to the Court a proposed Order Granting
14 Final Approval of the Settlement and requesting that Judgment be entered. The Settling Parties
15 shall take all reasonable efforts to secure entry of the Order Granting Final Approval of Settlement,
16 and the Judgment. If the Court rejects the Stipulation, fails to enter the Order Granting Final
17 Approval of Settlement, or fails to enter the Judgment, this Stipulation shall be void, and Defendant
18 shall have no obligation to make any payments under the Stipulation. However, the Settling Parties
19 and their counsel agree to take all reasonable efforts to fix any deficiencies the Court cites for its
20 non-approval as set forth in this agreement.

21 3.5 *Releases*

22 3.5.1 Upon the Effective Date, the Class Representative and each of the Settlement
23 Class Members shall be deemed to have, and by operation of the Judgment, shall have fully, finally,
24 and forever released, relinquished, and discharged all Released Claims as follows:

25 3.5.1 (a) *Released Class Claims* Settlement Class Members who have not
26 opted out of the Class Action Settlement and who were employed as a non-exempt employee at any
27 time during the Class Period will release all claims, causes of action, and legal theories alleged or
28 which could have been alleged or otherwise raised based on the facts in the operative Complaint,

1 including failure to provide meal and rest periods, failure to pay minimum wages, straight time
2 wages, and overtime wages; unpaid wage violations; violations of California's meal and rest period
3 laws, violations of Labor Code sections, 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
4 204(a)(b), and 2802, and violation of Business and Professions Code section 17200 et seq.
5 (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the
6 Class Period.

7 3.5.1 (b) In light of his Class Representative Enhancement Payment, Plaintiff
8 has agreed to release, in addition to the Released Claims described above, all claims, whether known
9 or unknown, under federal law or state law against the Released Parties. Plaintiff understands that
10 this release includes Unknown Claims by Class Representative (as defined above) and that she is,
11 as a result, waiving all rights and benefits afforded by California *Civil Code* § 1542, which provides
12 as follows:

13 **A general release does not extend to claims which the creditor or**
14 **releasing party does not know or suspect to exist in his or her favor at**
15 **the time of executing the release and that, if known by him or her, would**
have materially affected his or her settlement with the debtor or released
party.

16 Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation
17 benefits, which cannot be released as a matter of law.

18 3.5.1(c) *Released PAGA Claims* All PAGA Class Members, who were
19 employed by Defendant at any time from January 20, 2020 through the date of preliminary approval,
20 will release all claims for civil penalties under the PAGA premised on the claims, causes of action,
21 and legal theories alleged or which could have been alleged or otherwise raised based on the facts
22 in the operative Complaint that arose during the PAGA period, including but not limited to failure
23 to provide meal and rest periods, unpaid wage violations; violations of California's meal and rest
24 period laws, violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-
25 203, 204(a)(b), and 2802.

26 3.6 *Termination of Settlement: Reasonable Steps to Cure*

27 3.6.1 In the event that the settlement set forth in this Stipulation shall not be
28 approved in its entirety by the Court, or in the event that the Effective Date does not occur, the

1 Settling Parties shall have the option to void the settlement, and in such case, no payments shall be
2 made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation
3 shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
4 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by the
5 Court as reason(s) for non-approval of any matter(s) filed with the Court for approval. If the Court
6 changes the dates or deadlines of hearings provided for in this Stipulation by fewer than five (5)
7 months, this shall not be deemed a substantial change necessitating termination of the settlement,
8 provided that the Settling Parties agree to move other dates and deadlines in the Stipulation
9 accordingly. In the event the Court reduces any of the amounts requested for the Class
10 Representative, the Class Counsel's fees or costs, or the Claims Administrator, the difference shall
11 become part of the Class Payout Fund.

12 3.7 *Miscellaneous Provisions*

13 3.7.1 No Person shall have any claim against Class Counsel, the Claims
14 Administrator, or any of the Releasees based on the payments made or other actions taken
15 substantially in accordance with this Stipulation and the settlement contained herein or further orders
16 of the Court.

17 3.7.2 In the event that the Stipulation is not substantially approved by the Court,
18 after all reasonable steps to cure have been exhausted, or the settlement set forth in the Stipulation
19 is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or
20 if the Judgment does not become Final, or to the extent cancellation is otherwise provided for in this
21 Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had been
22 entered. In such event, the terms and provisions of the Stipulation shall have no further force and
23 effect with respect to the Settling Parties and shall not be used in this Litigation or in any other
24 proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the
25 terms of the Stipulation shall be treated as vacated. Notwithstanding any other provision of this
26 Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full amount
27 provided for in this Stipulation, no order of the Court or modification of any order of the Court
28 concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel pursuant to

1 this settlement shall constitute grounds for cancellation or termination of the Stipulation or grounds
2 for limiting any other provision of the Judgment. It is agreed that no order of the Court, including
3 any order concerning attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.
4 However, Class Counsel retains their right to appeal any decision by the Court regarding the
5 Attorney's Fees and Costs.

6 3.7.3 The Settling Parties (a) acknowledge that it is their intent to consummate this
7 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
8 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
9 Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and (d)
10 agree to reasonably work together to seek and attempt to obtain Court approval for the Stipulation
11 and final approval should the Court not grant approval upon the first presentation.

12 3.7.4 The Settling Parties and their attorneys and experts agree to keep the
13 Settlement confidential through preliminary approval. The Settling Parties further agree that no
14 party shall issue any press release to the news media, or communicate in any way with any news
15 media, concerning the Settlement or the Litigation.

16 3.7.5 Unless otherwise ordered by the Court, in the event the Stipulation shall be
17 terminated, cancelled, declared void or fails to become effective in accordance with its terms, within
18 twenty (20) business days after written notification of such event, Defendant and Class Counsel
19 shall notify each other of this event in writing.

20 3.7.6 This Stipulation compromises claims which were contested and the subject
21 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to
22 the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement of
23 the Litigation and the other terms of the Settlement were negotiated at arms' length and in good
24 faith with sufficient information by the Settling Parties and reflect a settlement that was reached
25 voluntarily after consultation with competent legal counsel.

26 3.7.7 All of the exhibits to the Stipulation are material and integral parts hereof and
27 are fully incorporated herein by this reference.

28 3.7.8 The Stipulation may be amended or modified only by a written instrument

1 signed by or on behalf of all Settling Parties or their respective successors-in-interest or their
2 respective counsel.

3 3.7.9 This Stipulation constitutes the entire agreement between the Settling Parties
4 hereto and no representations, warranties or inducements have been made to any party concerning
5 the Stipulation or its exhibits other than the representations, warranties and covenants contained and
6 memorialized in such documents. Except as otherwise provided herein, each party shall bear its
7 own costs.

8 3.7.10 Class Counsel, on behalf of the Settlement Class, is expressly authorized by
9 the Class Representative to take all appropriate action required or permitted to be taken by the Class
10 pursuant to the Stipulation to effect its terms and are also expressly authorized to enter into any
11 modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem
12 appropriate.

13 3.7.11 Each counsel or other Person executing the Stipulation or any of its exhibits
14 on behalf of any of the Settling Parties hereby warrants that such Person has full and express
15 authority to do so.

16 3.7.12 The Stipulation may be executed in one or more counterparts as well as
17 signed via DocuSign. All executed counterparts and each of them shall be deemed to be one and
18 the same instrument. A complete set of executed counterparts shall be filed with the Court.

19 3.7.13 The Stipulation shall be binding upon, and inure to the benefit of, the
20 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
21 not create any third-party beneficiaries unless otherwise specifically provided herein.

22 3.7.14 The Court shall retain jurisdiction with respect to implementation and
23 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
24 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

25 3.7.15 The Stipulation and the exhibits hereto shall be considered to have been
26 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
27 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
28 accordance with, and governed by, the internal, substantive laws of the State of California without

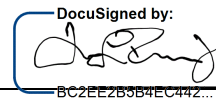
1 regard to principles of conflicts of law.

2 3.7.16 The language of all parts of this Stipulation shall in all case be construed
3 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
4 be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of the
5 Stipulation are contractual and are the product of negotiations between the Settling Parties and their
6 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the Stipulation.
7 In any construction to be made of the Stipulation, the Stipulation shall not be construed against any
8 party and the canon of contract interpretation set forth in California *Civil Code* § 1654 shall not be
9 applied.

10 3.7.17 Should any deadlines set forth in the Stipulation require any action to be taken
11 on a weekend or a Court holiday, then the action may be taken on the next business day, unless
12 otherwise specified by law or rule of Court, except that should the Opt-Out Deadline or Objection
13 Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-
mailing) fall on a Saturday and regular United States Mail service is in operation that day, then no
further extension pursuant to this paragraph shall apply to these specific deadlines.

14 Dated: 3/11/2022

Plaintiff Joe Ramirez

DocuSigned by:

BC2EE2B5B4EC442...

17 Dated: _____

Defendant Older Americans Housing, Inc.

19 Name: _____

20 Title: _____

23 [signatures continued on next page]

24 Approved as to Form:

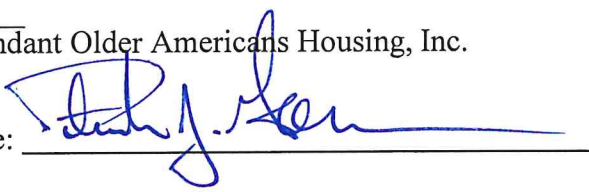
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13 Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-
mailing) fall on a Saturday and regular United States Mail service is in operation that day, then no
further extension pursuant to this paragraph shall apply to these specific deadlines.

14 Dated: _____ Plaintiff Joe Ramirez

15 _____
16
17 Dated: 3/7/2022 Defendant Older Americans Housing, Inc.

18
19 Name: 

20 Title: PRESIDENT

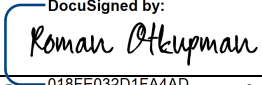
21
22
23 [signatures continued on next page]

24 Approved as to Form:
25
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27
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1 DATED: March 11, 2022

Respectfully submitted,

2 **OTKUPMAN LAW FIRM, A LAW**
3 **CORPORATION**

4
5 By: 
6 ROMAN OTKUPMAN
7 NIDAH FARISHTA
8 Attorney for Plaintiff,
9 JOE RAMIREZ

10 DATED: March __, 2022

KAUFMAN DOLOWICH & VOLUCK LLP

11
12 By: _____
13 STEVE R. BELILOVE
14 ROSELY GEORGE
15 Attorneys for Defendant OLDER AMERICANS
16 HOUSING, INC.

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DATED: March __, 2022

Respectfully submitted,

OTKUPMAN LAW FIRM, A LAW CORPORATION

By: _____
ROMAN OTKUPMAN
NIDAH FARISHTA
Attorney for Plaintiff,
JOE RAMIREZ

DATED: March 7, 2022

KAUFMAN DOLOWICH & VOLUCK LLP

By:  _____
STEVE R. BELILOVE
ROSELY GEORGE
Attorneys for Defendant OLDER AMERICANS
HOUSING, INC.