

Andrew J. Jaramillo (SBN 198303)
Sean Nguyen (SBN 206245)
ALTUS LAW FIRM
19782 MacArthur Blvd., Suite 265
Irvine, California 92612
Tel.: (949) 346-3391
Email: andrew.jaramillo@altuslawfirm.com
Email: sean.nguyen@altuslawfirm.com

Attorneys for Defendant
Nationwide Real Estate Executives, Inc.

Lilit Tovmasyan (SBN 289727)
LIT LAW FIRM
16200 Ventura Boulevard, Suite 404
Encino, CA 91436
Direct Tel.: (818) 928.5529
Email: lt@litlaw.net

Christopher A. Adams (SBN 266440)
ADAMS EMPLOYMENT COUNSEL
4740 Calle Carga
Camarillo, CA 93012
Tel.: 818.425.1437
Email: ca@adamsemploymentcounsel.com

Attorneys for Plaintiff Olga Stratulat and Putative
Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OLGA STRATULAT, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONWIDE REAL ESTATE
EXECUTIVES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC625180

Assigned to: *The Hon. Elihu M. Berle*

SETTLEMENT AGREEMENT

Action Filed: June 27, 2016

Trial Date: None set.

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1 Retaliation (Govt. Code §§ 12940(h), et seq.); (13) Retaliation (Labor Code § 1102.5); (14) Failure
2 to Prevent Discrimination, Harassment, and Retaliation (Violation of Govt. Code § 12940 (k)); (15)
3 Intentional Infliction of Emotional Distress; and (16) Constructive Termination in Violation of
4 Public Policy.

5 4. On November 30, 2016, Defendant filed its Answer to the First Amended
6 Complaint denying any and all wrongdoing.

7 5. On April 28, 2017, and May 5, 2017, respectively, Plaintiff dismissed with
8 prejudice the tenth through sixteenth causes of action, as well as Owen and Gallandt as defendants.
9 Thus, only the first through ninth causes of action of the FAC against Defendant remain in this
10 action.

11 6. In her FAC, Plaintiff seeks to represent a class of: All persons who worked as real
12 estate sales associates, agents, sales persons, or associate-licensee in California for Defendants and
13 were classified by Defendants as independent contractors during the period commencing four
14 years prior to the filing of the Complaint (October 12, 2012) through the final disposition of this
15 action. For purposes of this Settlement, these individuals shall be referred to as “Class” or “Class
16 Members.”

17 7. For purposes of this Settlement, the “Class Period” is October 12, 2012 through the
18 date of preliminary approval of the class Settlement.

19 8. For purposes of this Settlement, “Class Counsel” means LIT LAW FIRM and
20 ADAMS EMPLOYMENT COUNSEL.

21 9. For purposes of this Settlement, “Covered Workweeks” means the number of
22 workweeks a Class Member worked in real estate sales for Defendant in California during the
23 Class Period.

24 10. For purposes of the Settlement, “Defendant’s Counsel” means ALTUS LAW
25 FIRM.

26 11. Solely for purposes of settling this case, the Parties and their respective counsel
27 stipulate and agree that the requisites for establishing class certification with respect to the Class
28 Members have been met and are met. More specifically, the Parties stipulate and agree that:

1 a. The Class is ascertainable and so numerous as to make it impracticable to
2 join all Class Members.

3 b. There are common questions of law and fact including, but not limited to,
4 the following:

5 i. Whether or not Defendant properly classified members of the Class
6 as independent contractors.

7 ii. Whether or not Defendant paid proper wages to members of the
8 Class, including state mandated minimum wages and overtime;

9 iii. Whether or not Defendant provided meal and rest periods to the
10 Class;

11 iv. Whether or not Defendant paid compensation timely upon
12 termination of employment to former Class Members;

13 v. Whether or not Defendant provided accurate itemized statements to
14 members of the Class;

15 vi. Whether or not waiting-time penalties are available to members of
16 the Class for violation of California Labor Code § 203;

17 vii. Whether or not Defendant paid proper meal period pay or rest period
18 pay to members of the Class;

19 viii. Whether or not Defendant properly reimbursed members of the
20 Class for all business expenses (Labor Code § 2802; and

21 ix. Whether or not Defendant engaged in unlawful or unfair business
22 practices affecting members of the Class in violation of California
23 Business and Professions Code §§ 17200-17208.

24 c. Plaintiff's claims are typical of the claims of the Class Members.

25 d. Plaintiff and Class Counsel will fairly and adequately protect the interests
26 of the Class.

27 e. The prosecution of separate actions by individual members of the Class
28 would create the risk of inconsistent or varying adjudications, which would establish incompatible

1 standards of conduct.

2 f. With respect to the Class, questions of law and fact common to the members
3 of the Class predominate over any questions affecting any individual member in such Class, and
4 that a class action is superior to other available means for the fair and efficient adjudication of the
5 controversy.

6 12. Defendant denies any liability or wrongdoing of any kind whatsoever associated
7 with the claims alleged in the Complaint, and Defendant further denies that, for any purpose other
8 than settling this lawsuit, the action is appropriate for class or representative treatment. With
9 respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class
10 Members were properly classified as independent contractors under Business & Professions Code
11 § 10032, and therefore were not owed any wages, meal periods, rest periods, itemized wage
12 statements or any other employment related requirements. In addition, Defendant argues that even
13 if that statute does not apply in this situation, it did not have the right to exercise control over
14 Plaintiff and other sales associates sufficient to establish an employment relationship. Defendant
15 further contends that even if Plaintiff and other sales associates were employees, they were exempt
16 from wage-and-hour laws. Finally, Defendant contends, among other things, that they have
17 complied at all times with the Business & Professions Code, Unemployment Code, Labor Code
18 and the applicable Wage Orders of the Industrial Welfare Commission.

19 13. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
20 discharge all disputes and claims arising from or related to the Complaint.

21 14. Class Counsel has conducted a thorough investigation into the facts of this class
22 action case, including an extensive review of relevant documents, and has diligently pursued an
23 investigation of the claims of the Class against Defendant. Based on its own independent
24 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant
25 for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair,
26 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
27 circumstances, including the risk of significant delay, the risk the Class will not be certified by the
28 Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and

1 Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class.

2 15. The Parties agree to reasonably cooperate and take all steps necessary and
3 appropriate to obtain preliminary and final approval of this Settlement.

4 16. This Settlement provides for a non-reversionary process requiring Defendant to
5 issue payments to Class Members according to a specified formula based on Covered Workweeks.
6 **The maximum total payment under the Settlement, including all attorney's fees and costs,**
7 **the service payment to the named Plaintiff, the costs of claims administration, and any other**
8 **payments provided by this Settlement, is \$135,000 ("Gross Settlement Amount").** It is
9 understood and agreed that Defendant's maximum total liability under this Settlement shall not
10 exceed the Gross Settlement Amount.

11 **TERMS OF SETTLEMENT**

12 17. NOW THEREFORE, in consideration of the mutual covenants, promises and
13 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 a. It is agreed by and among the Class and Defendant that this case and any
15 claims, damages, or causes of action arising out of the disputes which are the subject of this case,
16 be settled and compromised as between the Class and Defendant, subject to the terms and
17 conditions set forth in this Settlement and the approval of the Court.

18 b. Effective Date: The terms of settlement embodied in this Settlement shall
19 become effective when all of the following events have occurred: (i) this Joint Stipulation of
20 Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given
21 preliminary approval to the Settlement; (iii) the notice has been given to the Class, providing them
22 with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt
23 out of the Settlement, or to object to the Settlement; (iii) the Court has held a final approval hearing
24 and entered a final order and judgment certifying the Class and approving this Settlement; and (iv)
25 the later of the following events: sixty-five (65) days following notice of entry of the Court's final
26 order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this
27 Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final
28 order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing

1 the Settlement has been resolved finally and conclusively with no right to pursue further remedies
2 or relief. In this regard, it is the intention of the Parties that the Settlement shall not become
3 effective until the Court's order approving the Settlement is completely final, and there is no
4 further recourse by an appellant or objector who seeks to contest the Settlement.

5 c. Net Settlement Amount: The Net Settlement Amount shall be calculated
6 by deducting from the Gross Settlement Amount (\$135,000) the following sums, subject to
7 approval by the Court: (1) attorney's fees (not to exceed 33.33% of the Gross Settlement Amount);
8 (2) reasonable litigation costs (estimated not to exceed \$ 10,000); (3) a service payment for
9 Plaintiff and Class Representative Olga Stratulat not to exceed \$10,000; (4) costs of claims
10 administration (estimated not to exceed \$6,000). Settlement payments to the Class Members will
11 be calculated by the Claims Administrator and paid out of the Net Settlement Amount as set forth
12 below.

13 d. Settlement Payments: Settlement Payments will be paid out of the Net
14 Settlement Amount. Each Class Member will be paid a pro-rata share of the Net Settlement
15 Amount, as calculated by the Claims Administrator. The pro-rata share will be determined by
16 comparing the individual Class Member's Covered Workweeks affiliated with Defendant during
17 the Class Period in California to the total Covered Workweeks of the Class during the Class Period.
18 Class Members will be paid Settlement Payments based on the shares as calculated by the Claims
19 Administrator. Settlement Payments in the appropriate amounts will be distributed by the Claims
20 Administrator by mail to the Class Members.

21 e. Allocation Of Settlement Payments: In light of the allegations of the FAC,
22 the Parties have agreed that all Settlement Payments are not subject to tax withholding or other
23 deductions. The parties further agree to allocate \$6,666.67 from the settlement fund to the
24 settlement of plaintiff's claims brought pursuant to section 2699 of the California Labor Code. In
25 compliance with section 2699(i) of the California Labor Code, 75 percent of that amount
26 (\$5,000.00) will be paid, within two weeks after the Effective Date to the California Labor
27 Workforce and Development Agency. The remaining 25 percent will remain part of the settlement
28 fund. IRS Forms 1099 will be issued to each Class Member.

1 f. Settlement Payments Do Not Trigger Additional Benefits: All Settlement
2 Payments to individual Class Members shall be deemed to be paid to such Class Member solely
3 in the year in which such payments actually are received by the Class Member. It is expressly
4 understood and agreed that the receipt of such Settlement Payments will not entitle any Class
5 Member to additional compensation or benefits under any company bonus, contest or other
6 compensation or benefit plan or agreement in place during the period covered by the Settlement,
7 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
8 benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided
9 for in this Settlement are the sole payments to be made by Defendant to the Class Members, and
10 that the Class Members are not entitled to any new or additional compensation or benefits as a
11 result of having received the Settlement Payments (notwithstanding any contrary language or
12 agreement in any benefit or compensation plan document that might have been in effect during the
13 period covered by this Settlement).

14 g. Attorney's Fees and Costs: Subject to approval by the Court, Defendant
15 will not object to Class Counsel's application for attorney's fees not to exceed 33.33% of the Gross
16 Settlement Amount and litigation costs estimated not to exceed \$10,000.

17 h. Service Payments for Class Representative: Subject to Court approval, and
18 in exchange for a general release, Defendant will not object to Class Counsel's application for a
19 Service Payment of up to \$10,000 for Plaintiff Olga Stratulat for her service as the Class
20 Representative. It is understood that this Service Payment is in addition to the individual
21 Settlement Payments to which the Class Representative(s) is/are entitled to along with the other
22 Class Members. Defendant or the Claims Administrator will issue an IRS Form 1099 for the
23 Service Payments to the Class Representatives. The Class Representatives will be individually
24 responsible for correctly characterizing this compensation on their personal income tax returns for
25 tax purposes and for paying any taxes on the amounts received. Should the Court approve a
26 Service Payment to a Class Representative in an amount less than that set forth above, the
27 difference between the lesser amount(s) approved by the Court and the Service Payment amount(s)
28 set forth above shall be added to the Net Settlement Amount. The Claims Administrator will pay

1 the court-approved Class Representative Service Payment within twenty (20) calendar days of the
2 Effective Date of the Settlement.

3 i. Claims Administrator: The Claims Administrator will be Phoenix
4 Settlement Administrators or such other claims administrator as may be mutually agreeable to the
5 Parties and approved by the Court. Claims administration costs are estimated not to exceed \$6,000.
6 The costs of the Claims Administrator for work done shall be paid regardless of the outcome of
7 this Settlement.

8 j. Class List: Defendant will provide a Class List to Class Counsel within
9 thirty days after entry and service of an Order of Preliminary Approval regarding this Settlement,
10 which will identify each Class Member. At that time, Defendant will also provide a Class List to
11 the Claims Administrator that will identify each Class Member, his or her social security number,
12 last known residential address, and last known phone number. The Class List provided to both the
13 Claims Administrator and Class Counsel will also contain the dates of service to Defendant of
14 each Class Member, the aggregate number of weeks worked credited to each Class Member. The
15 Class List provided to Class Counsel will not include Class Member addresses, social security
16 numbers or phone numbers. For purposes of this Settlement, "Class List" means the list of names,
17 last known residential addresses, and social security numbers of Class Members for whom
18 Defendant possesses such information at the time of entry of the Court's Order of Preliminary
19 Approval.

20 k. Funding of Settlement Account: Defendant will fund the settlement account
21 within sixty (60) calendar days of the Effective Date of the Settlement.

22 l. Notice of Settlement Payment: For each Class Member in the Settlement
23 Class, there will be pre-printed information on the Notice of Settlement Payment mailed to the
24 Class Member, based on Defendant's records, stating the Class Member's Covered Workweeks
25 during the Class Period and the estimated Settlement Payment under the Settlement. The pre-
26 printed information based on Defendant's records shall be presumed to be correct. A Class
27 Member may dispute the pre-printed information on the Notice of Settlement Payment as to his or
28 her Covered Workweeks during the Class Period. Class Members have sixty (60) calendar days

1 from the original date of mailing the Notice of Settlement Payment to dispute the information on
2 the Notice of Settlement Payment as to his or her Covered Workweeks. Unless a disputing class
3 member submits documentary evidence in support of his or her dispute, the records of the
4 Defendant will be determinative.

5 m. Resolution of Disputes: If a Class Member disputes the accuracy of
6 Defendant's records, and the Parties' counsel cannot resolve the dispute informally, the matter will
7 be referred to the Claims Administrator. The Claims Administrator will review Defendant's
8 records and any information or documents submitted by the Class Member and issue a non-
9 appealable decision regarding the dispute. The Class Member must submit information or
10 documents supporting his or her position to the Claims Administrator prior to the expiration of the
11 60-day claims period. Information or documents submitted after the expiration of the 60-day
12 claims period will not be considered by the Claims Administrator, in which case the records of
13 Defendant will be determinative, unless otherwise agreed to by the Parties.

14 n. Right Of Class Member To Request Exclusion From The Settlement: Any
15 Class Member may request to be excluded from the Class by mailing a "Request for Exclusion
16 from Settlement" within sixty (60) calendar days from the original date of the mailing of the Notice
17 of Class Action Settlement by the Claims Administrator, stating:

18 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE OLGA
19 STRATULAT v. NATIONWIDE REAL ESTATE EXECUTIVES.
20 CLASS ACTION LAWSUIT, LOS ANGELES COUNTY
21 SUPERIOR COURT CASE NO. BC625180. I UNDERSTAND
22 THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL
23 NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

24 Any Request for Exclusion must include the name, address, telephone number and
25 signature of the Class Member requesting exclusion. Any such request must be made in
26 accordance with the terms of the Notice of Class Action Settlement. Any Class Member who
27 timely requests exclusion in compliance with these requirements (i) shall not have any rights under
28 this Settlement; (ii) shall not be entitled to receive any Settlement Payments under this Settlement;

1 and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment.

2 o. Right of Class Member To Object To The Settlement: Any Class Member
3 may object to the Settlement. To object, the Class Member must submit a written objection to the
4 Claims Administrator as set forth in the Notice. The Claims Administrator will promptly file such
5 objections with the Court and serve them on the Parties. Class Members must submit their
6 objections within sixty (60) calendar days from the original date of the mailing of the Notice of
7 Class Action Settlement. Class Counsel and Defendant's Counsel may, at least five (5) days (or
8 some other number of days as the Court shall specify) before the final approval hearing, file
9 responses to any written objections.

10 SETTLEMENT ADMINISTRATION

11 18. Subject to the Court's approval, the Parties have agreed to the appointment of
12 Phoenix Settlement Administrators to perform the customary duties of Claims Administrator. No
13 later than five business days after the Claims Administrator receives the Class List from Defendant,
14 the Claims Administrator will mail the Notice of Class Action Settlement and Notice of Settlement
15 Payment to the Class Members. There will be a sixty (60) day period from the date the Claims
16 Administrator mails the Notice of Class Action Settlement and Notice of Settlement Payment to
17 dispute the information contained in the Notice of Settlement Payment, to file an objection, or to
18 request exclusion (opt-out) from the Settlement.

19 19. The Claims Administrator will independently review the Covered Workweeks
20 attributed to each Class Member and will calculate the amounts due to each Class Member in
21 accordance with this Settlement. The Claims Administrator shall report, in summary or narrative
22 form, the substance of its findings to the parties. The Claims Administrator shall be provided
23 reasonable access to Defendant's records in order to perform its duties.

24 20. In accordance with the terms of this Settlement, and upon receipt of funds from
25 Defendant, the Claims Administrator will issue and send out the Settlement Payment checks to the
26 Class Members. All disputes relating to the Claims Administrator's performance of its duties shall
27 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
28 conditions of this Settlement until all payments and obligations contemplated by this Settlement

1 have been fully carried out.

2 **ATTORNEY'S FEES AND COSTS**

3 21. In consideration for resolving this matter and in exchange for the release of all
4 claims by the Class Members, and subject to approval by the Court, Defendant will not object to
5 Class Counsel's application for attorney's fees not to exceed 33.33% of the Gross Settlement
6 Amount and litigation costs estimated not to exceed \$10,000. The fee split between Class Counsel,
7 which Plaintiff has consented to in writing, is as follows: 42.5% to Lit Law Group and 57.5% to
8 Adams Employment Counsel. The amounts set forth above will cover all work performed and all
9 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred
10 in connection with obtaining the approval by the Court of this Settlement and administration of
11 the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser
12 amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s)
13 and the maximum amount set forth above shall be added to the Net Settlement Amount. The
14 attorney's fees and costs approved by the Court shall be paid to Class Counsel within sixty (60)
15 calendar days following the Effective Date of the Settlement.

16 **NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT**

17 22. A Notice of Class Action Settlement in approximately the form attached hereto as
18 Exhibit "A," and as approved by the Court, shall be sent by the Claims Administrator to the Class
19 Members by first class mail. In addition, a Notice of Settlement Payment in approximately the
20 form attached hereto as Exhibit "B," and as approved by the Court, shall also be sent by the Claims
21 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
22 with forwarding addresses will be utilized by the Claims Administrator to forward the Notices to
23 the Class.

24 23. Within thirty (30) calendar days from the date of preliminary approval of this
25 Settlement by the Court, Defendant shall provide to the Claims Administrator a class database
26 containing the following information for each Class Member: (1) name; (2) last known address;
27 (3) last known telephone number; (4) social security number; (5) dates of that member worked as
28 an independent contractor with Defendant; and (6) Covered Workweeks during the Class Period.

1 This database shall be based on Defendant's business records and shall be provided in a format
2 reasonably acceptable to the Claims Administrator. Defendant agrees to consult with the Claims
3 Administrator prior to the production date to ensure that the format will be reasonably acceptable
4 to the Claims Administrator. The Claims Administrator will run a check of the Class Members'
5 addresses against those on file with the U.S. Postal Service's National Change of Address List;
6 this check will be performed only once per Class Member by the Claims Administrator. Absent
7 mutual written agreement of counsel for the Parties or Court order, the Claims Administrator will
8 keep this database confidential and use it only for the purposes described herein, and will return
9 this database to Defendant upon final approval of the settlement.

10 24. Within five (5) business days after the Class database is provided to the Claims
11 Administrator, the Claims Administrator will mail the Notices of Class Action Settlement and
12 Notices of Settlement Payment to the Class Members by first class United States mail. There will
13 be a sixty (60) day period from the date the Notices of Class Action Settlement and Notices of
14 Settlement Payment are mailed during which Class Members dispute the information contained in
15 the Notice of Settlement Payment, file an objection, or request exclusion (opt-out) from the
16 Settlement.

17 25. Notices returned to the Claims Administrator as non-deliverable during the sixty
18 (60) calendar-day period shall be resent to the forwarding address, if any, on the returned envelope.
19 A returned Notice will be forwarded only once per Class Member by the Claims Administrator. If
20 there is no forwarding address, the Claims Administrator will do a computer search for a new
21 address using the Class Member's social security number; this search will be performed only once
22 per Class Member by the Claims Administrator. Upon completion of these steps by the Claims
23 Administrator, Defendant and the Claims Administrator shall be deemed to have satisfied their
24 obligations to provide the Notice of Class Action Settlement and Notice of Settlement Payment to
25 the affected Class Member. The affected Class Member shall remain a member of the Class and
26 shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

27 26. The Claims Administrator will not send any reminder notices of any nature to the
28 Class Members.

1 27. Class Counsel shall provide to the Court, at least five (5) calendar days prior to the
2 final approval hearing, a declaration by the Claims Administrator of due diligence and proof of
3 mailing with regard to the mailing of the Notices of Class Action Settlement and Notices of
4 Settlement Payment.

5 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

6 28. As set forth above, each Class Member will have sixty (60) calendar days after the
7 mailing of the Notice of Class Action Settlement within which to postmark to the Claims
8 Administrator any challenge or dispute to the information on the Notice of Settlement Payment.
9 No disputes will be honored if they are postmarked after the sixty (60) calendar-day period, unless
10 the parties mutually agree to accept the untimely dispute. Each Class Member is responsible to
11 maintain a photocopy of any documents sent to the Claims Administrator and a record of proof of
12 mailing.

13 29. The Claims Administrator shall cause the Settlement Payments to be mailed to each
14 Class Member who did not request exclusion from the Settlement within twenty (20) calendar days
15 of the Effective Date of the Settlement. Settlement Payment checks shall remain valid and
16 negotiable for one hundred and eighty (180) calendar days from the date of their issuance.
17 Settlement checks will automatically be cancelled by Defendant or the Claims Administrator if
18 they are not cashed by the Class Member within that time, and the Class Member's claims will
19 remain released by the Settlement. Settlement checks which have expired will not be reissued.

20 30. Any amounts from settlement checks that remain uncashed and otherwise
21 unclaimed shall be transferred to the California State Controller's Office — Unclaimed Property
22 Division, in accordance with California's Unclaimed Property Law, California Code of Civil
23 Procedure §§ 1500, *et seq.*

24 31. Upon completion of its calculation of Settlement Payments, the Claims
25 Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the
26 amount of all payments to be made to each Class Member. Proof of payment will be filed with
27 the Court and provided to Class Counsel and Defendant's Counsel (to be identified by claim
28 number).

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1 or could have been raised against Defendant, its present and former parent companies, subsidiaries,
2 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys,
3 insurers, successors and assigns, and any individual or entity which could be jointly liable with
4 Defendant and its respective present and former parent companies, subsidiaries, related or
5 affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
6 successors and assigns (collectively the “Released Parties”). The Class Representative, on behalf
7 of her/himself and each of her/his heirs, representatives, successors, assigns, and attorneys, hereby
8 compromises, releases, resolves, relinquishes, discharges and settles any and all claims of any
9 nature whatsoever she/he has or may have for any acts occurring on or before the date of final
10 approval of the Settlement against Defendant, its present and former parent companies,
11 subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents,
12 attorneys, insurers, successors and assigns, and any individual or entity which could be jointly
13 liable with Defendant and its respective present and former parent companies, subsidiaries, related
14 or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
15 successors and assigns, and they agree that they will not institute any action or cause of action (in
16 law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or
17 contingent, which they may have or claim to have in state or federal court, or with any state, federal
18 or local government agency, except the EEOC or DFEH, or with any administrative or advisory
19 body arising from or attributable to the Released Parties. The Class Representative specifically
20 acknowledges that she/he is aware of and familiar with the provisions of California Civil Code §
21 1542, which provides as follows:

22 **A general release does not extend to claims which the creditor**
23 **does not know or suspect to exist in his or her favor at the time**
24 **of executing the release, which if known by him or her must have**
25 **materially affected his or her settlement with the debtor.**

26 The Class Representative, being aware of this section, hereby expressly waives and relinquishes
27 all rights and benefits she/he may have under this section as well as any other statutes or common
28 law principles of a similar effect. The Class Representative may hereafter discover facts in

1 addition to or different from those which she/he now knows or believes to be true, but she/he
2 stipulates and agrees that, upon the Effective Date, the Class Representative shall and hereby does
3 fully, finally and forever settle and release any and all claims against Defendant, known or
4 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
5 hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without
6 regard to the subsequent discovery or existence of such different or additional facts. The Class
7 Representative's prior release reached with Defendant also, and concurrently, remains in full
8 forces and effect and this Agreement in no way waives, amends or modifies the prior release.

9 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

10 34. The Parties shall submit this Joint Stipulation of Class Action Settlement to the
11 Court in support of Plaintiff's unopposed motion for preliminary approval for determination by
12 the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation
13 of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

14 a. Scheduling a final approval and fairness hearing on the question of whether
15 the proposed Settlement, including payment of attorney's fees and costs, and the Class
16 Representative's service payment, should be finally approved as fair, reasonable, and adequate as
17 to the members of the Class;

18 b. Certifying a Class;

19 c. Approving as to form and content the proposed Notice of Class Action
20 Settlement;

21 d. Approving as to form and content the proposed Notice of Settlement
22 Payment;

23 e. Directing the mailing of the Notices; and

24 f. Preliminarily approving the Settlement subject only to the objections of
25 Class Members and final review by the Court.

26 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

27 35. Following final approval by the Court of the Settlement provided for in this Joint
28 Stipulation of Settlement, Class Counsel will submit a proposed final order and judgment in the

1 following form and as attached herein:

2 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
3 and adequate, and directing consummation of its terms and provisions;

4 b. Approving Class Counsel's application for an award of attorney's fees and
5 costs;

6 c. Approving the service payment to the Class Representatives; and

7 d. Entering a final judgment in the action.

8 **NULLIFICATION AND TERMINATION**

9 36. This Settlement will be null and void if any of the following occur: (a) the Court
10 should for any reason fail to certify a class for settlement purposes; or (b) the Court should for any
11 reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties,
12 other than adjustments made to the attorney's fees and costs or granting of service fees; or (c) the
13 Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed,
14 modified, or declared or rendered void; or (e) the Settlement does not become final for any other
15 reason.

16 37. If five percent (5%) or more of the Class Members request exclusion or opt out of
17 this Settlement, then Defendant in its sole discretion may terminate, nullify and void this
18 Settlement. The Claims Administrator shall provide Defendant's Counsel with the information
19 necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly
20 basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Class
21 Counsel written notice no later than (fifteen) 15 business days after the opt-out period has expired.

22 38. In the event this Settlement is nullified or terminated as provided above: (i) this
23 Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
24 negotiations or proceedings shall have any force or effect and no party shall be bound by any of
25 its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice,
26 as if the Settlement had been neither entered into nor filed with the Court.

27 **PARTIES' AUTHORITY**

28 39. The signatories hereto hereby represent that they are fully authorized to enter into

1 this Settlement and bind the Parties hereto to the terms and conditions thereof.

2 **MUTUAL FULL COOPERATION**

3 40. The Parties agree to fully cooperate with each other to accomplish the terms of this
4 Settlement including, but not limited to, execution of such documents and taking such other action
5 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this
6 Settlement shall use their best efforts, including all efforts contemplated by this Settlement and
7 any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
8 Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement,
9 Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel,
10 take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

11 **NO PRIOR ASSIGNMENTS**

12 41. The Parties and their respective counsel represent, covenant, and warrant that they
13 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
14 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
15 action or rights herein released and discharged except as set forth herein.

16 **NO ADMISSION OF LIABILITY**

17 42. Nothing contained herein, nor the consummation of this Settlement, is to be
18 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
19 of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case.
20 The Defendant has entered into this Settlement solely with the intention to avoid further disputes
21 and litigation with the attendant inconvenience and expenses.

22 **NOTICES**

23 43. Unless otherwise specifically provided herein, all notices, demands or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly given
25 as of the third business day after mailing by United States registered or certified mail, return receipt
26 requested, addressed as follows:

27 **Class Counsel:**

28 **Lilit Tovmasyan (SBN 289727)**

1 LIT LAW FIRM
2 16200 Ventura Boulevard, Ste. 404
3 Encino, CA 91436
4 Direct Tel.: (818) 928.5529
5 Email: lt@litlaw.net

6 Christopher A. Adams (SBN 266440)
7 ADAMS EMPLOYMENT COUNSEL
8 4740 Calle Carga
9 Camarillo, CA 93012
10 Tel.: 818.425.1437
11 Email: ca@adamsemploymentcounsel.com

12 **Counsel for Defendant:**

13 Andrew J. Jaramillo (SBN 198303)
14 Sean Nguyen (SBN 206245)

15 ALTUS LAW FIRM
16 9 Executive Circle Suite 275
17 Irvine, California 92614
18 Tel.: (949) 346-3391
19 Email: andrew.jaramillo@altuslawfirm.com
20 Email: sean.nguyen@altuslawfirm.com

21 **CONSTRUCTION**

22 44. The Parties hereto agree that the terms and conditions of this Settlement are the
23 result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall
24 not be construed in favor of or against any party by reason of the extent to which any party or his,
25 her or its counsel participated in the drafting of this Settlement.

26 **CAPTIONS AND INTERPRETATIONS**

27 45. Paragraph titles or captions contained herein are inserted as a matter of convenience
28 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or
any provision hereof. Each term of this Settlement is contractual and not merely a recital.

29 **MODIFICATION**

30 46. This Settlement may not be changed, altered, or modified, except in writing and
31 signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged
32 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

33 **INTEGRATION CLAUSE**

34 47. This Settlement contains the entire agreement between the Parties relating to the

1 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
2 understandings, representations, and statements, whether oral or written and whether by a party or
3 such party's legal counsel, are merged herein. No rights hereunder may be waived except in
4 writing.

5 **BINDING ON ASSIGNS**

6 48. This Settlement shall be binding upon and inure to the benefit of the Parties hereto
7 and their respective heirs, trustees, executors, administrators, successors and assigns.

8 **CLASS COUNSEL SIGNATORIES**

9 49. It is agreed that because the members of the Class are so numerous, it is impossible
10 or impractical to have each member of the Class execute this Settlement. The Notice of Class
11 Action Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the
12 release, and the release shall have the same force and effect as if this Settlement were executed by
13 each member of the Class.

14 **COUNTERPARTS**

15 50. This Settlement may be executed in counterparts and by electronic or facsimile
16 signatures, and when each party has signed and delivered at least one such counterpart, each
17 counterpart shall be deemed an original, and, when taken together with other signed counterparts,
18 shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

19 **CONFIDENTIALITY & PUBLIC COMMENT**

20 51. The Class Representative and Class Counsel agree they will not make any
21 disparaging comments about Defendant or the Released Parties or disclose the negotiations of the
22 Settlement. The Class Representative and Class Counsel shall only disclose matters of public
23 record. The Parties and attorneys will keep the settlement confidential until the filing of the motion
24 for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
25 comments to the media regarding this case, the allegations giving rise thereto, or the Settlement,
26 or otherwise publicize the terms of the Settlement, other than in court filings. Class Counsel will
27 take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the
28 restrictions against any public disclosure of the Settlement.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:
3 IT IS SO STIPULATED.

4 Date: _____, 2018 By: _____
5 Olga Stratulat

6 ADAMS EMPLOYMENT COUNSEL

7
8
9 Date: _____, 2018 By: _____
10 Christopher A. Adams
11 Attorney for Plaintiff Olga Stratulat and the
12 Putative Class

13 NATIONWIDE REAL ESTATE EXECUTIVES

14
15 Dated: _____, 2018 By: _____
16 Daryl Owen, Chief-Executive-Officer for
17 Defendant Nationwide Real Estate Executives

18 ALTUS LAW FIRM

19
20 Dated: _____, 2018 By: _____
21 Andrew J. Jaramillo
22 Attorneys for Defendant Nationwide Real Estate
23 Executive
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