

1 Andrew J. Jaramillo (SBN 198303)
2 Sean Nguyen (SBN 206245)
3 ALTUS LAW FIRM
4 19782 MacArthur Blvd., Suite 265
5 Irvine, California 92612
6 Tel.: (949) 346-3391
7 Email: andrew.jaramillo@altuslawfirm.com
8 Email: sean.nguyen@altuslawfirm.com

9 Attorneys for Defendant
10 Nationwide Real Estate Executives, Inc.

11 Lilit Tovmasyan (SBN 289727)
12 LIT LAW FIRM
13 16200 Ventura Boulevard, Suite 404
14 Encino, CA 91436
15 Direct Tel.: (818) 928.5529
16 Email: lt@litlaw.net

17 Christopher A. Adams (SBN 266440)
18 ADAMS EMPLOYMENT COUNSEL
19 4740 Calle Carga
20 Camarillo, CA 93012
21 Tel.: 818.425.1437
22 Email: ca@adamsemploymentcounsel.com

23 Attorneys for Plaintiff Olga Stratulat and Putative
24 Class

25
26
27
28
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.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5

6

7
8
9
0
1
2
3
4
5
6
7

8
9
0
1
2
3
4
5

6
7
8

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 through the final disposition of this action. For purposes
15 of this Settlement, these individuals shall be referred to as “Class” or “Class Members.”

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

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

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

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

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

28 a. The Class is ascertainable and so numerous as to make it impracticable to

1 join all Class Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS OF SETTLEMENT

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

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

b. Effective Date: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the Settlement, or to object to the Settlement; (iii) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (iv) the later of the following events: sixty-five (65) days following notice of entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies

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

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

12 d. Settlement Payments: Settlement Payments will be paid out of the Net
13 Settlement Amount. Each Class Member will be paid a pro-rata share of the Net Settlement
14 Amount, as calculated by the Claims Administrator. The pro-rata share will be determined by
15 comparing the individual Class Member's Covered Workweeks affiliated with Defendant during
16 the Class Period in California to the total Covered Workweeks of the Class during the Class Period.
17 Class Members will be paid Settlement Payments based on the shares as calculated by the Claims
18 Administrator. Settlement Payments in the appropriate amounts will be distributed by the Claims
19 Administrator by mail to the Class Members. Pursuant to Code of Civil Procedure § 384, any
20 amounts from settlement checks that remain uncashed and otherwise unclaimed shall be paid as
21 follows: the Claims Administrator shall pay such funds to the California State Bar Justice Gap
22 Fund and the Public Law Center in Orange County, CA, to be distributed in accordance
23 with Sections 6216 to 6223, inclusive, of the California Business and Professions Code, except
24 that administrative costs shall not be paid to the State Bar or the Judicial Council from this sum

25 e. Allocation Of Settlement Payments: The Parties have agreed that all
26 Settlement Payments will be allocated as follows: 1/3 to damages; 1/3 to interest; and 1/3 to all
27 penalties. Of the penalties portion, the parties agree to allocate \$6,666.67 from the settlement
28 fund to the settlement of plaintiff's claims brought pursuant to section 2699 of the California Labor

1 Code. In compliance with section 2699(i) of the California Labor Code, 75 percent of that amount
2 (\$5,000.00) will be paid, within two weeks after the Effective Date to the California Labor
3 Workforce and Development Agency. The remaining 25 percent will remain part of the settlement
4 fund. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties
5 and interest. Class Members are solely responsible to pay appropriate taxes due on the Settlement
6 Payments they receive.

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

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

23 h. Service Payments for Class Representative: Subject to Court approval, and
24 in exchange for a general release, Defendant will not object to Class Counsel's application for a
25 Service Payment of up to \$10,000 for Plaintiff Olga Stratulat for her service as the Class
26 Representative. It is understood that this Service Payment is in addition to the individual
27 Settlement Payments to which the Class Representative(s) is/are entitled to along with the other
28 Class Members. Defendant or the Claims Administrator will issue an IRS Form 1099 for the

1 Service Payments to the Class Representatives. The Class Representatives will be individually
2 responsible for correctly characterizing this compensation on their personal income tax returns for
3 tax purposes and for paying any taxes on the amounts received. Should the Court approve a
4 Service Payment to a Class Representative in an amount less than that set forth above, the
5 difference between the lesser amount(s) approved by the Court and the Service Payment amount(s)
6 set forth above shall be added to the Net Settlement Amount. The Claims Administrator will pay
7 the court-approved Class Representative Service Payment within twenty (20) calendar days of the
8 Effective Date of the Settlement.

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

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

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

28 l. Notice of Settlement Payment: For each Class Member in the Settlement

1 Class, there will be pre-printed information on the Notice of Settlement Payment mailed to the
2 Class Member, based on Defendant's records, stating the Class Member's Covered Workweeks
3 during the Class Period and the estimated Settlement Payment under the Settlement. The pre-
4 printed information based on Defendant's records shall be presumed to be correct. A Class
5 Member may dispute the pre-printed information on the Notice of Settlement Payment as to his or
6 her Covered Workweeks during the Class Period. Class Members have sixty (60) calendar days
7 from the original date of mailing the Notice of Settlement Payment to dispute the information on
8 the Notice of Settlement Payment as to his or her Covered Workweeks. Unless a disputing class
9 member submits documentary evidence in support of his or her dispute, the records of the
10 Defendant will be determinative.

11 m. Resolution of Disputes: If a Class Member disputes the accuracy of
12 Defendant's records, and the Parties' counsel cannot resolve the dispute informally, the matter will
13 be referred to the Claims Administrator. The Claims Administrator will review Defendant's
14 records and any information or documents submitted by the Class Member and issue a non-
15 appealable decision regarding the dispute. The Class Member must submit information or
16 documents supporting his or her position to the Claims Administrator prior to the expiration of the
17 60-day claims period. Information or documents submitted after the expiration of the 60-day
18 claims period will not be considered by the Claims Administrator, in which case the records of
19 Defendant will be determinative, unless otherwise agreed to by the Parties.

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

24 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE OLGA
25 STRATULAT v. NATIONWIDE REAL ESTATE EXECUTIVES.
26 CLASS ACTION LAWSUIT, LOS ANGELES COUNTY
27 SUPERIOR COURT CASE NO. BC625180. I UNDERSTAND
28 THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL

1 NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.”

2 Any Request for Exclusion must include the name, address, telephone number and
3 signature of the Class Member requesting exclusion. Any such request must be made in
4 accordance with the terms of the Notice of Class Action Settlement. Any Class Member who
5 timely requests exclusion in compliance with these requirements (i) shall not have any rights under
6 this Settlement; (ii) shall not be entitled to receive any Settlement Payments under this Settlement;
7 and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment.

8 o. Right of Class Member To Object To The Settlement: Any Class Member
9 may object to the Settlement. To object, the Class Member must submit a written objection to the
10 Claims Administrator as set forth in the Notice. The Claims Administrator will promptly file such
11 objections with the Court and serve them on the Parties. Class Members must submit their
12 objections within sixty (60) calendar days from the original date of the mailing of the Notice of
13 Class Action Settlement. Class Members who fail to submit timely, written objections in the
14 manner specified above shall be deemed to have waived any objections and shall be foreclosed
15 from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise
16 ordered by the Court. Class Counsel and Defendant’s Counsel may, at least five (5) days (or some
17 other number of days as the Court shall specify) before the final approval hearing, file responses
18 to any written objections.

19 SETTLEMENT ADMINISTRATION

20 18. Subject to the Court’s approval, the Parties have agreed to the appointment of
21 Phoenix Settlement Administrators to perform the customary duties of Claims Administrator. No
22 later than five business days after the Claims Administrator receives the Class List from Defendant,
23 the Claims Administrator will mail the Notice of Class Action Settlement and Notice of Settlement
24 Payment to the Class Members. There will be a sixty (60) day period from the date the Claims
25 Administrator mails the Notice of Class Action Settlement and Notice of Settlement Payment to
26 dispute the information contained in the Notice of Settlement Payment, to file an objection, or to
27 request exclusion (opt-out) from the Settlement.

28 19. The Claims Administrator will independently review the Covered Workweeks

1 attributed to each Class Member and will calculate the amounts due to each Class Member in
2 accordance with this Settlement. The Claims Administrator shall report, in summary or narrative
3 form, the substance of its findings to the parties. The Claims Administrator shall be provided
4 reasonable access to Defendant's records in order to perform its duties.

5 20. In accordance with the terms of this Settlement, and upon receipt of funds from
6 Defendant, the Claims Administrator will issue and send out the Settlement Payment checks to the
7 Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
8 accordance with state and federal tax laws. All disputes relating to the Claims Administrator's
9 performance of its duties shall be referred to the Court, if necessary, which will have continuing
10 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
11 contemplated by this Settlement have been fully carried out.

12 **ATTORNEY'S FEES AND COSTS**

13 21. In consideration for resolving this matter and in exchange for the release of all
14 claims by the Class Members, and subject to approval by the Court, Defendant will not object to
15 Class Counsel's application for attorney's fees not to exceed 33.33% of the Gross Settlement
16 Amount and litigation costs estimated not to exceed \$10,000. The amounts set forth above will
17 cover all work performed and all fees and costs incurred to date, and all work to be performed and
18 all fees and costs to be incurred in connection with obtaining the approval by the Court of this
19 Settlement and administration of the Settlement. Should Class Counsel request a lesser amount
20 and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the
21 difference between the lesser amount(s) and the maximum amount set forth above shall be added
22 to the Net Settlement Amount. The attorney's fees and costs approved by the Court shall be paid
23 to Class Counsel within sixty (60) calendar days following the Effective Date of the Settlement.

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

25 22. A Notice of Class Action Settlement in approximately the form attached hereto as
26 Exhibit "A," and as approved by the Court, shall be sent by the Claims Administrator to the Class
27 Members by first class mail. In addition, a Notice of Settlement Payment in approximately the
28 form attached hereto as Exhibit "B," and as approved by the Court, shall also be sent by the Claims

1 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
2 with forwarding addresses will be utilized by the Claims Administrator to forward the Notices to
3 the Class.

4 23. Within thirty (30) calendar days from the date of preliminary approval of this
5 Settlement by the Court, Defendant shall provide to the Claims Administrator a class database
6 containing the following information for each Class Member: (1) name; (2) last known address;
7 (3) last known telephone number; (4) social security number; (5) dates of that member worked as
8 an independent contractor with Defendant; and (6) Covered Workweeks during the Class Period.
9 This database shall be based on Defendant's business records and shall be provided in a format
10 reasonably acceptable to the Claims Administrator. Defendant agrees to consult with the Claims
11 Administrator prior to the production date to ensure that the format will be reasonably acceptable
12 to the Claims Administrator. The Claims Administrator will run a check of the Class Members'
13 addresses against those on file with the U.S. Postal Service's National Change of Address List;
14 this check will be performed only once per Class Member by the Claims Administrator. Absent
15 mutual written agreement of counsel for the Parties or Court order, the Claims Administrator will
16 keep this database confidential and use it only for the purposes described herein, and will return
17 this database to Defendant upon final approval of the settlement.

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

25 25. Notices returned to the Claims Administrator as non-deliverable during the sixty
26 (60) calendar-day period shall be resent to the forwarding address, if any, on the returned envelope.
27 A returned Notice will be forwarded only once per Class Member by the Claims Administrator. If
28 there is no forwarding address, the Claims Administrator will do a computer search for a new

1 address using the Class Member's social security number; this search will be performed only once
2 per Class Member by the Claims Administrator. Upon completion of these steps by the Claims
3 Administrator, Defendant and the Claims Administrator shall be deemed to have satisfied their
4 obligations to provide the Notice of Class Action Settlement and Notice of Settlement Payment to
5 the affected Class Member. The affected Class Member shall remain a member of the Class and
6 shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

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

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

13 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

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

21 29. The Claims Administrator shall cause the Settlement Payments to be mailed to each
22 Class Member who did not request exclusion from the Settlement within twenty (20) calendar days
23 of the Effective Date of the Settlement. Settlement Payment checks shall remain valid and
24 negotiable for one hundred and twenty (120) calendar days from the date of their issuance.
25 Settlement checks will automatically be cancelled by Defendant or the Claims Administrator if
26 they are not cashed by the Class Member within that time, and the Class Member's claims will
27 remain released by the Settlement. Settlement checks which have expired will not be reissued.

28 30. Pursuant to Code of Civil Procedure § 384, any amounts from settlement checks

1 that remain uncashed and otherwise unclaimed shall be paid to the California State Bar Justice
2 Gap Fund and the Public Law Center in Orange County, CA, to be distributed in accordance
3 with Sections 6216 to 6223, inclusive, of the California Business and Professions Code, except
4 that administrative costs shall not be paid to the State Bar or the Judicial Council from this sum.

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

10 **RELEASE BY THE CLASS**

11 32. Upon the final approval by the Court of this Settlement, and except as to such rights
12 or claims as may be created by this Settlement, the Class Representatives, the Class and each Class
13 Member who has not submitted a valid and timely request for exclusion each fully releases and
14 discharges Defendant, its present and former parent companies, subsidiaries, related or affiliated
15 companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and
16 assigns, and any individual or entity which could be jointly liable with Defendant and its respective
17 present and former parent companies, subsidiaries, related or affiliated companies, shareholders,
18 officers, directors, employees, agents, attorneys, insurers, successors and assigns (collectively the
19 "Released Parties") from all claims and/or causes of action arising from or related to this case
20 under any federal, state or local law or administrative order that were plead in this case based on
21 the facts alleged in the operative class action complaint or which arise out of or directly or
22 indirectly relate to such facts, including but not limited to the failure to pay wages, the failure to
23 pay minimum wages, the failure to pay overtime compensation, the failure to provide meal periods,
24 the failure to provide rest periods, the failure to pay waiting-time penalties, the failure to maintain
25 records, the failure to provide accurate itemized statements, and any other claims whatsoever that
26 were alleged in this case or which arise out of or directly or indirectly relate to such facts, including
27 without limitation all related claims for restitution and other equitable relief under Business and
28 Professions Code § 17200 et seq., conversion, liquidated damages, punitive damages, civil

1 penalties, statutory penalties, and penalties under the Labor Code Private Attorneys General Act
2 of 2004, and any other related claims and/or penalties of any nature, for the period of November
3 20, 2011 through the date of final approval of the class settlement ("Released Claims").

4 **CLASS REPRESENTATIVE INDIVIDUAL RELEASE**

5 33. The Class Representative agrees that the consideration set forth in this Stipulation,
6 including the Service Payments set forth above, represents full settlement of all claims that were
7 or could have been raised against Defendant, its present and former parent companies, subsidiaries,
8 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys,
9 insurers, successors and assigns, and any individual or entity which could be jointly liable with
10 Defendant and its respective present and former parent companies, subsidiaries, related or
11 affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
12 successors and assigns (collectively the "Released Parties"). The Class Representative, on behalf
13 of her/himself and each of her/his heirs, representatives, successors, assigns, and attorneys, hereby
14 compromises, releases, resolves, relinquishes, discharges and settles any and all claims of any
15 nature whatsoever she/he has or may have for any acts occurring on or before the date of final
16 approval of the Settlement against Defendant, its present and former parent companies,
17 subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents,
18 attorneys, insurers, successors and assigns, and any individual or entity which could be jointly
19 liable with Defendant and its respective present and former parent companies, subsidiaries, related
20 or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
21 successors and assigns, and they agree that they will not institute any action or cause of action (in
22 law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or
23 contingent, which they may have or claim to have in state or federal court, or with any state, federal
24 or local government agency, except the EEOC or DFEH, or with any administrative or advisory
25 body arising from or attributable to the Released Parties. The Class Representative specifically
26 acknowledges that she/he is aware of and familiar with the provisions of California Civil Code §
27 1542, which provides as follows:

28 **A general release does not extend to claims which the creditor**

1 **does not know or suspect to exist in his or her favor at the time**
2 **of executing the release, which if known by him or her must have**
3 **materially affected his or her settlement with the debtor.**

4 The Class Representative, being aware of this section, hereby expressly waives and relinquishes
5 all rights and benefits she/he may have under this section as well as any other statutes or common
6 law principles of a similar effect. The Class Representative may hereafter discover facts in
7 addition to or different from those which she/he now knows or believes to be true, but she/he
8 stipulates and agrees that, upon the Effective Date, the Class Representative shall and hereby does
9 fully, finally and forever settle and release any and all claims against Defendant, known or
10 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
11 hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without
12 regard to the subsequent discovery or existence of such different or additional facts. The Class
13 Representative's prior release reached with Defendant also, and concurrently, remains in full
14 forces and effect and this Agreement in no way waives, amends or modifies the prior release.

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

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

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

24 b. Certifying a Class;

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

27 d. Approving as to form and content the proposed Notice of Settlement
28 Payment;

- 1 e. Directing the mailing of the Notices; and
2 f. Preliminarily approving the Settlement subject only to the objections of
3 Class Members and final review by the Court.

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

5 35. Following final approval by the Court of the Settlement provided for in this Joint
6 Stipulation of Settlement, Class Counsel will submit a proposed final order and judgment in the
7 following form and as attached herein:

- 8 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
9 and adequate, and directing consummation of its terms and provisions;
10 b. Approving Class Counsel's application for an award of attorney's fees and
11 costs;
12 c. Approving the service payment to the Class Representatives; and
13 d. Entering a final judgment in the action.

14 **NULLIFICATION AND TERMINATION**

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

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

28 38. In the event this Settlement is nullified or terminated as provided above: (i) this

1 Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
2 negotiations or proceedings shall have any force or effect and no party shall be bound by any of
3 its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice,
4 as if the Settlement had been neither entered into nor filed with the Court.

5 **PARTIES' AUTHORITY**

6 39. The signatories hereto hereby represent that they are fully authorized to enter into
7 this Settlement and bind the Parties hereto to the terms and conditions thereof.

8 **MUTUAL FULL COOPERATION**

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

17 **NO PRIOR ASSIGNMENTS**

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

22 **NO ADMISSION OF LIABILITY**

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

28 **NOTICES**

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

Class Counsel:

Lilit Tovmasyan (SBN 289727)
LIT LAW FIRM
16200 Ventura Boulevard, Ste. 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

Counsel for Defendant:

Andrew J. Jaramillo (SBN 198303)
Sean Nguyen (SBN 206245)
ALTUS LAW FIRM
9 Executive Circle Suite 275
Irvine, California 92614
Tel.: (949) 346-3391
Email: andrew.jaramillo@altuslawfirm.com
Email: sean.nguyen@altuslawfirm.com

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

45. Paragraph titles or captions contained herein are inserted as a matter of convenience 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.

1 **MODIFICATION**

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

5 **INTEGRATION CLAUSE**

6 47. This Settlement contains the entire agreement between the Parties relating to the
7 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
8 understandings, representations, and statements, whether oral or written and whether by a party or
9 such party's legal counsel, are merged herein. No rights hereunder may be waived except in
10 writing.

11 **BINDING ON ASSIGNS**

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

14 **CLASS COUNSEL SIGNATORIES**

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

20 **COUNTERPARTS**

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

25 **CONFIDENTIALITY & PUBLIC COMMENT**

26 51. The Class Representative and Class Counsel agree they will not make any
27 disparaging comments about Defendant or the Released Parties or disclose the negotiations of the
28 Settlement. The Class Representative and Class Counsel shall only disclose matters of public

1 record. The Parties and attorneys will keep the settlement confidential until the filing of the motion
2 for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
3 comments to the media regarding this case, the allegations giving rise thereto, or the Settlement,
4 or otherwise publicize the terms of the Settlement, other than in court filings. Class Counsel will
5 take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the
6 restrictions against any public disclosure of the Settlement.

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

10 Date: _____, 2018 By: _____
11 Olga Stratulat

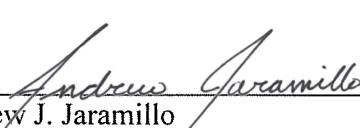
12 ADAMS EMPLOYMENT COUNSEL

13
14
15 Date: _____, 2018 By: _____
16 Christopher A. Adams
17 Attorney for Plaintiff Olga Stratulat and the
18 Putative Class

19 NATIONWIDE REAL ESTATE EXECUTIVES

20
21 Dated: June 14th, 2018 By: 
22 Daryl Owen, Chief-Executive-Officer for
23 Defendant Nationwide Real Estate Executives

24 ALTUS LAW FIRM

25
26 Dated: June 14, 2018 By: 
27 Andrew J. Jaramillo
28 Attorneys for Defendant Nationwide Real Estate
Executive

1 record. The Parties and attorneys will keep the settlement confidential until the filing of the motion
2 for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
3 comments to the media regarding this case, the allegations giving rise thereto, or the Settlement,
4 or otherwise publicize the terms of the Settlement, other than in court filings. Class Counsel will
5 take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the
6 restrictions against any public disclosure of the Settlement.

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

10 Date: JUNE 13, 2018

11 By: 
12 Olga Stratulat

13 ADAMS EMPLOYMENT COUNSEL

14
15 Date: June 13, 2018

16 By: 
17 Christopher A. Adams
18 Attorney for Plaintiff Olga Stratulat and the
19 Putative Class

20 NATIONWIDE REAL ESTATE EXECUTIVES

21 Dated: _____, 2018

22 By: _____
23 Daryl Owen, Chief-Executive-Officer for
24 Defendant Nationwide Real Estate Executives

25 ALTUS LAW FIRM

26 Dated: _____, 2018

27 By: _____
28 Andrew J. Jaramillo
Attorneys for Defendant Nationwide Real Estate
Executive