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17 RELIANT REAL ESTATE MANAGEMENT, INC., et al.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 19 FOR THE COUNTY OF LOS ANGELES

20 BRIANNA COOKS, an individual, on behalf
 21 of herself and others similarly situated,

22 Plaintiff,

23 vs.

24 RELIANT REAL ESTATE
 MANAGEMENT, INC., d/b/a THE REMM
 25 GROUP, a California corporation; and DOES
 1 through 50, inclusive,

26 Defendants.

Case No.: 18STCV05531

CLASS ACTION

Assigned for All Purposes To:

Hon. Amy D. Hogue
 Dept.: 7-SSC

**CLASS ACTION SETTLEMENT
 AGREEMENT AND STIPULATION**

Complaint Filed: November 19, 2018
 Trial Date: None Set

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This Class Action Settlement Agreement and Stipulation (“Agreement”) is entered into between Plaintiff Brianna Cooks (hereinafter collectively “Named Plaintiff”) as an individual, and on others similarly situated who do not opt out of the class conditionally certified for settlement purposes only as provided for in this Agreement, on the one hand, and Reliant Real Estate Management, Inc. d/b/a The Remm Group (hereinafter collectively “Defendant” or “Reliant”) (Plaintiff and Defendant are collectively referred to herein as the “Parties”), on the other hand.

A. BACKGROUND TO SETTLEMENT

1. On November 19, 2018, a lawsuit (the “Action,” as defined below) was commenced against Defendant by the Named Plaintiff in the Superior Court of California, County of Los Angeles, on behalf of herself and all individuals employed by Defendant as non-exempt employees at any time within four years of the filing of the Action within California. The Action included the following causes of action against Defendant: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 203; and (8) Violation of Business & Professions Code § 17200, *et seq.*

2. Defendant denies that it has engaged in any violation of the law in connection with its wage-and-hour practices, and further denies that it has any liability or engaged in wrongdoing of any kind against the Named Plaintiff or any Class Member (as defined below) associated with the claims alleged in the Action. Defendant contends that it has complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship, in connection with the employment of the Named Plaintiff and any Class Member.

3. The Parties and their respective counsel engaged in extensive settlement negotiations and reached a settlement of the Action. Subject to approval by the Court, the Parties have entered into this Agreement to memorialize their settlement of the Action. The Parties stipulate that the intent of this settlement is to resolve all claims in the Action.

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1 5. “Class Counsel’s Fees and Expenses” means the amounts awarded to Class Counsel
2 by the Court to compensate them for their reasonable attorneys’ fees in prosecuting the Action, not to
3 exceed one-third (\$60,000.00) of the Gross Settlement Amount, plus actual costs and expenses not to
4 exceed \$15,000.00 as set forth in Paragraph D.1.a below, subject to approval by the Court.

5 6. “Class Members” means all members of the Settlement Class.

6 7. “Class Notice” means the Notice of Class Action Settlement that is to be sent to all
7 Class Members, and that is attached as Exhibit A, or in a substantially similar form approved by the
8 Court and the Parties.

9 8. “Class Period” means November 14, 2014 through December 17, 2019.

10 9. “Class Representative Payments” means payments to Named Plaintiff for services to
11 the class as set forth in Paragraph D.1.b below.

12 10. “Court” means the Superior Court of the State of California, County of Los Angeles.

13 11. “Defendant” means Reliant Real Estate Management, Inc., d/b/a The Remm Group, a
14 California corporation.

15 12. “Defendant’s Counsel” means Joseph Gigliotti of GIGLIOTTI & GIGLIOTTI, LLP.

16 13. “Effective Date” means the date when the Settlement is final in accordance with
17 Paragraph F.6 of this Agreement.

18 14. “Eligible Work Week” means any week during the Class Period in which a Class
19 Member worked for Defendant in California as a non-exempt hourly employee in California.

20 15. “Final Approval Hearing Date” means the date set by the Court for the hearing on
21 final approval of the Settlement embodied in this Agreement.

22 16. “Final Order” means the order granting final approval of the Settlement, which the
23 Parties will request the Court to grant.

24 17. “Gross Settlement Amount” means a maximum of \$180,000.00 (One Hundred and
25 Eighty Thousand Dollars and No Cents). Employers share of Payroll Taxes shall be paid by
26 Defendant separately and in addition to the Gross Settlement Amount. If the total Class Members
27 increase by more than 10% of the 73 Class Members set forth in the Memorandum of Agreement
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1 (“MOU”), then there shall be a corresponding pro-rata increase in the Maximum Settlement Amount.

2 18. “Mailing Date” means the date the Settlement Administrator sends the Class Notices.

3 19. “Named Plaintiff” means Plaintiff Brianna Cooks.

4 20. “Net Settlement Amount” means the balance after deduction of attorneys’ fees, costs,
5 administration costs, taxes, and enhancement awards will be the “Net Settlement Amount.”

6 Defendant shall pay the employer’s share of payroll taxes in addition to the Gross Settlement
7 Amount. .

8 21. “Non-Participating Class Member” means a Class Member who submits a valid and
9 timely election not to participate in the Settlement (“Opt-Out”) pursuant to Paragraph E.2. of this
10 Agreement.

11 22. “Objection/Exclusion Deadline” means a date that is not later than forty-five (45)
12 calendar days after the date the Notice was mailed to Plaintiff Class Members.

13 23. “Parties” means the Named Plaintiff, individually and on behalf of all Class
14 Members, and Defendant.

15 24. “Plaintiff Class Member” means each Class Member who does not timely Opt-Out of
16 this Settlement pursuant to Paragraph E.2 of this Agreement.

17 25. “Preliminary Approval Order” means an order from the Court preliminarily
18 approving this Agreement and Settlement, as submitted by the Plaintiff in a form acceptable to
19 Defendant.

20 26. “Released Claims” or “Settled Claims” means with respect to Plaintiff Class
21 Members:

22 a. All causes of action and factual or legal theories that were alleged in the
23 operative complaint or that could have been alleged against Defendant based on the facts contained in
24 the operative complaint, including all of the following claims for relief: (a) failure to pay all regular
25 wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods and rest,
26 and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or
27 properly formatted wage statements; (d) violation of Labor Code § 221 (e) waiting time penalties; (f)
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1 unfair business practices that could have been premised on the claims, causes of action or legal
2 theories of relief described above or any of the claims, causes of action or legal theories of relief
3 pleaded in the operative complaint; (g) all that could have been premised on the claims, causes of
4 action or legal theories described above or any of the claims, causes of action or legal theories of
5 relief pleaded in the operative complaint; (h) any other claims or penalties under the wage and hour
6 laws pleaded in the Action; and (i) all damages, penalties, interest and other amounts recoverable
7 under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”).

8 The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the
9 judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released
10 Claims which occurred during the Covered Period only during such time that the Settlement Class
11 Member was classified as non-exempt, and expressly excluding all other claims, including claims for
12 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, claims while classified as exempt, and claims outside of the Class Period.

14 b. With respect to the Named Plaintiff, Settled Claims shall also include a
15 complete Civil Code Section 1542 release and waiver of all claims known and unknown, with the
16 exception of any pending workers’ compensation claims and as may be prohibited by law

17 c. These releases herein shall not take effect until the Effective Date and the
18 settlement has been fully funded.

19 27. “Released Parties” means Reliant and all of its past and present subsidiaries, parent
20 companies, affiliates, divisions, corporations or limited liability companies under common control,
21 successors and assigns, and all past and present officers, directors, shareholders, partners, members,
22 managers, agents, insurers, employees, attorneys, advisors, accountants, representatives, trustees,
23 heirs, executors, administrators, predecessors, successors and assigns of any of the foregoing entities
24 referred to in this Paragraph (all of whom are expressly deemed to be third party beneficiaries of this
25 Agreement).

26 28. “Settlement” means the settlement of the Action and related claims effectuated by this
27 Agreement.

1 proceeding to establish any liability or admission on the part of Defendant or to establish the
2 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
3 or other applicable law.

4 2. Conditional Nature of Class Settlement. For settlement purposes *only*, the Parties
5 agree that the following Class may be certified in the Action pursuant to California Code of Civil
6 Procedure section 382: “all current and former hourly-paid, non-exempt individuals employed as
7 “leasing agents” of similar title who worked for Reliant during the Class Period.”

8 a. In support of this Agreement, the Parties will jointly request that the Court
9 certify for settlement purposes the above Settlement Class as to all Settled Claims. This Settlement is
10 contingent upon the preliminary and final approval of the terms of this Agreement substantially as
11 written. If the Court does not so approve this Agreement, the Agreement shall become null and void
12 and unenforceable, in which event the settlement terms set forth herein, including any modifications
13 made with the consent of the Parties, and any action taken or to be taken in connection with this
14 Agreement, shall be terminated and shall become null and void and have no further force or effect,
15 and any order conditionally granting Class certification shall be void.

16 b. In the event that the Court does not grant preliminary and final approval of the
17 Parties’ Settlement, or in the event that this Agreement terminates or the Settlement embodied herein
18 does not become effective for any reason, the Agreement and all negotiations, court orders and
19 proceedings relating thereto shall be without prejudice to the rights of the Named Plaintiff, Class
20 Members and Defendant, each of whom shall be restored to their respective positions existing prior to
21 the execution of this Agreement, and evidence relating to the Agreement and all corresponding
22 negotiations shall not be discoverable or admissible in the Action or any other civil or administrative
23 litigation or proceeding. Defendant does not waive, and instead expressly reserves, its rights to
24 challenge the propriety of class certification for any purpose should the Court not grant preliminary
25 and final approval of the Parties’ Settlement, including the right to compel arbitration of individual
26 claims.

27 c. If the Court grants preliminary approval but does not grant final approval of
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1 the Parties' Settlement, then the Preliminary Approval Order shall be vacated in its entirety. In
2 addition, neither this Agreement, the Preliminary Approval Order, nor any other document in any
3 way relating to the proposed Agreement may be relied upon, referred to or used in any way for any
4 purpose in connection with any further proceedings in the Action or any related proceeding or action,
5 including class certification or representative proceedings.

6 3. Release of All Settled Claims. Plaintiff and all Plaintiff Class Members who do not
7 submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs,
8 descendants, dependents, executors, administrators, assigns, and successors, fully and finally release
9 and discharge the Released Parties from any and all of the Released Claims for the entirety of the
10 Class Period. This waiver and release will be final and binding on the Effective Date, and will have
11 every preclusive effect permitted by law. Plaintiff and the Settlement Class Members may hereafter
12 discover facts or legal arguments in addition to or different from those they now know or currently
13 believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or legal
14 arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this
15 Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of
16 the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all
17 of the Released Claims. The parties understand and specifically agree that the scope of the release
18 described in this Paragraph: is a material part of the consideration for this Agreement; was critical in
19 justifying the agreed upon economic value of this settlement and without it Defendant would not have
20 agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant
21 is obtaining peace of mind regarding the resolution of claims that were or could have been alleged
22 based on the facts, causes of action, and legal theories contained in the operative complaint in the
23 Action.

24 4. General Release by the Named Plaintiff. In consideration for the consideration set
25 forth in this Agreement, Plaintiff, for herself, her heirs, successors and assigns, does waive, release,
26 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
27 complaints, grievances and causes of action, of whatever nature, whether known or unknown, which
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1 exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not limited to
2 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
3 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
4 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
5 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
6 law, regulation or ordinance, including any claims arising under the California Fair Employment and
7 Housing Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare
8 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
9 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
10 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
11 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
12 California Business & Professions Code Section 17200 et seq., and any and all claims arising under
13 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff hereby
14 expressly waives and relinquishes any and all claims, rights or benefits that she may have under
15 California Civil Code § 1542, which provides as follows:

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17 **A GENERAL RELEASE DOES NOT EXTEND TO**
18 **CLAIMS WHICH THE CREDITOR OR RELEASING**
19 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST**
20 **IN HIS OR HER FAVOR AT THE TIME OF**
21 **EXECUTING THE RELEASE WHICH IF KNOWN BY**
22 **HIM OR HER WOULD HAVE MATERIALLY**
23 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
24 **DEBTOR OR RELEASED PARTY.**

25 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
26 she now knows or believes to exist, but she expressly agrees to fully, finally and forever settle and
27 release any and all claims against the Released Parties, known or unknown, suspected or unsuspected,
28 which exist or may exist against Released Parties at the time of execution of this Agreement,
including, but not limited to, any and all claims relating to or arising from Plaintiff's employment
with Defendant. The Parties further acknowledge, understand and agree that this representation and
commitment is essential to the Agreement and that this Agreement would not have been entered into

1 were it not for this representation and commitment.

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3 5. Representation of Finality by Class Counsel with Respect to Fees and Expenses and
4 Liens. Upon receipt of Class Counsel’s Fees and Expenses, as ordered by the Court on final approval
5 of the Settlement, Class Counsel shall be fully and finally paid for any and all claims for attorneys’
6 fees and expenses arising from the Action and any claims released by the Named Plaintiff and
7 Plaintiff Class Members under this Agreement under federal, state or local law, statute, ordinance,
8 regulation, common law, or other source of law. Class Counsel represent that they are not aware of
9 any attorneys who have or could have any liens with respect to any aspect of this Settlement or any
10 funds received by the Named Plaintiff or Plaintiff Class Member.

11 6. Labor Code Sections Do Not Apply to Releases. The Parties agree that California
12 Labor Code sections 206.5 and 2804 do not invalidate any provisions of section C of this Agreement,
13 because, among other things, the Released Claims were contested and the Settlement was bargained
14 for at arms’ length and approved by the Court.

15 **D. PAYMENT PROVISIONS**

16 1. Allocation of Gross Settlement Amount. Subject to final Court approval and the
17 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set
18 forth herein, Defendant agrees to pay the Gross Settlement Amount. The Parties agree, subject to
19 court approval, that the Gross Settlement Amount shall be allocated as follows:

20 a. At the Settlement Hearing, Class Counsel will apply to the Court for an award
21 of reasonable attorneys’ fees incurred by Class Counsel in an amount not to exceed one-third of the
22 Gross Settlement Amount or \$60,000.00. In addition, Class Counsel will apply to the Court for
23 reimbursement of actual costs and expenses not to exceed \$15,000.00. Defendant will not oppose
24 any such application for fees and costs. These fees and costs are included in, and shall come from,
25 the Gross Settlement Amount. The attorneys’ fees are to compensate Class Counsel for all the work
26 already performed in the Action, as well as all of the work remaining to be performed in documenting
27 the Settlement, securing Court approval of the Settlement, ensuring that the Settlement is
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1 administered fairly through entry of Final Judgment and dismissal of the Action, and any other work
2 necessary to ensure payments to be made to Class Members under this Agreement. Class Counsel
3 will provide the Settlement Administrator with IRS Forms W-9, so that it may issue an IRS Form
4 1099 for any fees awarded by the Court pursuant to this Paragraph. To the extent attorneys' fees or
5 costs are not approved in the full amount provided for in this Paragraph, then any amount not
6 approved will become a part of the Net Settlement Amount and distributed in accordance with the
7 terms of this Agreement. Except as provided in this Paragraph, the Parties shall bear their own
8 attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of the Action.

9 b. At the Settlement Hearing, Class Counsel will apply to the Court for final
10 approval of Class Representative Payment of \$5,000.00 for Named Plaintiff Brianna Cooks, to be
11 paid for services to the Class, for assuming the risks associated with this litigation, and as
12 consideration for providing a General Release. Defendant will not oppose such application. The
13 Class Representative Payments approved by the Court pursuant to this Paragraph will not be subject
14 to withholding and deductions, and an IRS Form 1099 shall be issued for each Class Representative
15 Payment. To the extent the Court approves and awards Class Representative Payments of less than
16 the amounts set forth above, the amount not approved will become a part of the Net Settlement
17 Amount and be distributed in accordance to the terms of this Agreement. The Class Representative
18 Payments to the Named Plaintiff shall be in addition to any payment she may receive pursuant to
19 Paragraph D.1.e as a Plaintiff Class Member.

20 c. Subject to Court approval, an amount not to exceed \$7,500.00 will be set aside
21 from the Gross Settlement Amount to cover the Settlement Administrator's actual fees and costs of
22 administering the Settlement. To the extent the Settlement Administrator's actual fees and costs do
23 not exceed \$7,500.00, the remaining amount will become a part of the Net Settlement Amount and be
24 distributed in accordance to the terms of this Agreement.

25 d. Ten percent (10%) of the Net Settlement Amount will account for California
26 Labor Code section 203 penalties and be allocated to and evenly apportioned to those former non-
27 exempt Settlement Class members who do not submit a valid request for exclusion from the
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1 Settlement (“203 Penalties”).

2 e. The Settlement Administrator will derive the Net Settlement Amount by
3 subtracting the amounts specified in Paragraphs D.1.a through D.1.c above from the Gross Settlement
4 Amount. Plaintiff Class Members shall be entitled to Settlement Payments from the Net Settlement
5 Amount, calculated as follows: The Settlement Administrator will divide the Net Settlement Amount
6 by the number of weeks worked by Plaintiff Class Members during the Class Period, to establish a
7 weekly value. The weekly value shall then be multiplied by the number of weeks worked by each
8 Plaintiff Class Member to determine his or her Settlement Payment.

9 f. The Parties acknowledge and agree that the formulas used to calculate
10 individual Settlement Payments were devised as an equitable, practical and logistical tool to
11 administer the claims process, and all of the elements of damages alleged in the Action are being
12 taken into account.

13 2. No Credit Toward Benefits. The Settlement Payments made to Named Plaintiff and
14 Plaintiff Class Members under this Agreement shall not be used to calculate any additional benefits
15 and shall not create any additional rights to benefits (if any rights exist) under any benefit plans to
16 which any Plaintiff Class Member may be eligible, including any vacation pay or retirement benefits.

17 3. Taxation of Settlement Proceeds. All Settlement Payments shall be apportioned as
18 follows:

19 a. Subject to any applicable state and federal tax withholdings, including payroll
20 taxes, twenty (20%) of the amount distributed to each Plaintiff Class Member will be considered
21 wages, and will be reported as such to each Plaintiff Class Member on a W-2 Form. Eighty (80%) of
22 the amount distributed to each Plaintiff Class Member will be considered payments for interest and
23 penalty claims. The interest and penalties will be reported as such to each Plaintiff Class Member on
24 an IRS Form 1099-Misc.

25 b. The Settlement Administrator will calculate, withhold from the Settlement
26 Payments, and remit to applicable governmental agencies sufficient amounts as may be owed by
27 Plaintiff Class Members and Defendant for any applicable state and federal tax withholdings,
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1 including payroll taxes. The Settlement Administrator will be responsible for issuing to each Plaintiff
2 Class Member a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions
3 allocated to penalties and interest.

4 c. All Parties represent that they have not received, and shall not rely on, advice
5 or representations from other Parties or their agents regarding the tax treatment of payments under
6 federal, state or local law.

7 **E. NOTICE, OPT-OUT PROCEDURE, AND DISTRIBUTION**

8 1. Notice Procedure. Within ten (10) business days after entry of the Preliminary
9 Approval Order by the Court, Defendant shall provide to the Settlement Administrator a list of Class
10 Members that identifies, for each Class Member, the last four digits of his/her Social Security
11 number, last-known address and telephone number, and the number of his or her Work Weeks.

12 a. Defendant will provide the foregoing list of Class Members in an electronic
13 format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will
14 keep the list confidential, use it only for the purposes described herein, and return it to Defendant
15 upon completion of the settlement administration process. Class Counsel shall have the right to
16 verify with the Settlement Administrator whether an individual Class Member is included on the list.

17 b. The Settlement Administrator will use available telephone numbers and the
18 appropriate skip tracing and National Change of Address (“NCOA”) searches to reasonably ensure
19 delivery of the Class Notice. The Notice shall state the number of Work Weeks worked by the Class
20 Member and the total approximate amount the Class Member is estimated to be entitled to receive as
21 their Settlement Payment under the Settlement. The Notice will provide that any Class Member who
22 wishes to dispute the Work Weeks as set forth on his or her Class Notice must write to the Settlement
23 Administrator. All such challenges must be postmarked no later than forty-five (45) calendar days
24 from the date the Notice is mailed by the Settlement Administrator. The deadline to dispute the
25 number of Work Weeks may be extended by the Court upon showing of good cause. The Class
26 Member may produce evidence to the Settlement Administrator indicating the dates that the Class
27 Member contends were actually worked during the applicable Class Period. The Settlement
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1 Administrator may reject any challenge not supported by such evidence. If a dispute arises over the
2 number of Work Weeks listed in the Notice based on the objections of, and evidence produced by, a
3 Class Member, Defendant will be asked to manually review its payroll and personnel records to
4 verify the correct number of Eligible Shifts. The records of the Company shall have a rebuttable
5 presumption of correctness. The Settlement Administrator's determination shall be final and binding.
6 The Court will not review any such disputes. Within fifteen (15) calendar days after receipt of the
7 above electronic Class Member identification information, the Settlement Administrator shall send by
8 first class mail the Class Notice (Exhibit A) to each Class Member. The Settlement Administrator
9 shall make a rebuttable presumption that each and every Class Member whose Class Notice is not
10 returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days after the
11 Mailing Date has received proper notice of the Settlement.

12 c. The Settlement Administrator shall re-mail any Class Notice returned by the
13 Post Office with a forwarding address within five (5) calendar days. The Settlement Administrator
14 shall make a rebuttable presumption that each and every Class Member whose re-mailed Class Notice
15 is not returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days after
16 re-mailing, has actually received notice of the Settlement. The Settlement Administrator shall not be
17 obliged to do more than two re-mailings to any addressee.

18 d. Subject to the Settlement Administrator determining, based on specific
19 information or evidence presented to it by a Class Member or Party that the rebuttable presumption
20 specified in subparagraphs a through c above should be reversed, those Class Members with
21 undeliverable notices or who did not in fact receive notices shall not be eligible for a Settlement
22 Payment, but they will be bound by the terms of the Settlement and Final Judgment. The Settlement
23 Administrator's determinations shall be discretionary, final, and non-appealable.

24 e. Upon completion of the steps set forth in Paragraphs E.1.a, -.b, -.c, and -.d of
25 this Agreement, the Parties shall be deemed to have satisfied their obligation to provide Class Notice
26 to the Class Members.

27 f. Within ten (10) calendar days after the Objection/Exclusion Deadline, the
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1 Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing
2 the amount of all Settlement Payments to be made to Plaintiff Class Members, a list by name of all
3 Class Members who timely opted out under Paragraph E.2, below, and a list by name of all Plaintiff
4 Class Members who timely objected under Paragraph E.4 below. Class Counsel and Defendant's
5 counsel may review the Settlement Administrator's report to determine if the calculation of payments
6 to Plaintiff Class Members is consistent with this Agreement. This review must occur within seven
7 (7) calendar days of receipt of the report.

8 g. Class Counsel will provide to the Court, at or before the Settlement Hearing, a
9 declaration from the Settlement Administrator confirming that the Class Notices were mailed to all
10 Class Members as required by this Agreement, identifying all Class Members who timely excluded
11 themselves from the Settlement (opted out), a copy of all objections and supporting information
12 provided by the Settlement Administrator to Class Counsel, and providing any additional information
13 Class Counsel deems appropriate.

14 2. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, he/she shall
15 be bound by the terms and conditions of this Agreement, the Final Order and by the Court's Order
16 forever barring them from pursuing, or seeking to reopen, any Settled Claims against the Released
17 Parties, regardless of whether the Class Member actually received the Class Notice. A Class Member
18 will not be entitled to opt out of the Settlement unless he or she does all of the following: (i) makes a
19 proper written request to opt out of the settlement ("Opt-Out Request"); (ii) signs and dates the Opt-
20 Out Request; and (iii) sends the Opt-Out Request to the Settlement Administrator postmarked prior to
21 the expiration of the Objection/Exclusion Deadline. The Opt-Out Form should state substantially the
22 following words: "I have freely and voluntarily chosen to opt-out of this Settlement, and do not wish
23 to receive any money from the settlement of the *Cooks v Reliant Real Estate Management, Inc., d/b/a*
24 *The Remm Group* lawsuit."

25 a. Upon receipt of any Opt-Out Request within the Objection/Exclusion
26 Deadline, the Settlement Administrator will confirm that the Request complies with the requirements
27 of this Agreement. Any Class Member who timely submits a valid request for exclusion from the
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1 Settlement will not have any right to object to, appeal, or comment on the Settlement as it pertains to
2 Class Members.

3 b. The Settlement Administrator shall without exception reject any Opt-Out
4 Request postmarked after expiration of the Objection/Exclusion Deadline. The Settlement
5 Administrator shall have no authority to extend the deadline for Class Members to submit an Opt-Out
6 Request.

7 3. Defendant’s Rescission of Settlement Agreement Based on Opt-Outs. If 10% or
8 more of the Class Members timely opt out of the Settlement, Defendant shall have the sole and
9 absolute discretion to withdraw from this Agreement within ten (10) business days after receiving the
10 list of Class Members who opt-out. In the event that Defendant elects to withdraw from the
11 Agreement, it shall provide written notice to Class Counsel. Such withdrawal shall have the same
12 effect as a termination of this Agreement under Paragraph C.2.a, -.b, and -.c above. If Defendant
13 chooses to terminate this Agreement under this provision, it shall be responsible to pay the Settlement
14 Administrator’s fees and costs incurred through the date of such termination. If the Agreement is
15 terminated for any other reason, then Defendant agrees to pay for the full amount of the Settlement
16 Administrator’s fees and costs through the date of such termination.

17 4. Objections to Settlement and Notices to Appear at Final Approval Hearing. Any
18 Plaintiff Class Member may object to the settlement. Any such objection must either be in writing
19 and filed with the Settlement Administrator by the Objection/Exclusion Deadline or Plaintiff Class
20 Members may object in person at the hearing for Final Approval. If Plaintiff Class Members do not
21 perform either of the above then any such objection shall be deemed waived. The Settlement
22 Administrator shall promptly serve a copy of any such objection(s) it receives upon the Parties.

23 5. Funding and Distribution of Settlement. Within five (5) business days after the
24 Effective Date, Defendant shall remit the Gross Settlement Amount (\$180,000.00) to the Settlement
25 Administrator to pay all fees, costs, payments and claims. The Settlement Administrator shall deposit
26 the funds in an interest-bearing account, with all interest accruing to the benefit of the Gross
27 Settlement Fund. The delivery of the Gross Settlement Amount to the Settlement Administrator shall
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1 constitute full and complete discharge of the entire monetary obligation of Defendant under this
2 Agreement, and no Released Party shall have any further obligation or liability of any kind
3 whatsoever to the Named Plaintiff or Plaintiff Class Members under this Agreement.

4 a. The distribution of Settlement Payments to Plaintiff Class Members shall
5 occur no later than the Settlement Proceeds Distribution Deadline. The Settlement Administrator will
6 be responsible for making appropriate deductions for taxes, remitting taxes to the taxing agencies and
7 tax reporting. Checks issued by the Settlement Administrator shall expire one hundred eighty (180)
8 calendar days from the date of service and shall so state on the face of the check. Once expired, any
9 checks cannot be re-issued. The Settlement Administrator shall use reasonable efforts, including a
10 reminder post-card and/or reminder telephone calls as deemed appropriate by the Settlement
11 Administrator, to contact Class Members who have not cashed checks that have been issued and to
12 notify them of this requirement. The Settlement Administrator shall also take reasonable steps to
13 address problems such as lost checks, or checks mailed to incorrect address, promptly after it
14 becomes aware of such problems. Any funds that remain from uncashed Settlement Payment checks
15 after the expiration of one hundred eighty (180) calendar days from the date of issuance shall be
16 distributed to the Controller of the State of California as specified below. The Settlement
17 Administrator shall be deemed to have timely distributed Settlement Payments if it places in the mail
18 Settlement Payments for all Plaintiff Class Members by the Settlement Proceeds Distribution
19 Deadline. No person shall have any claim against the Settlement Administrator, Defendant, Class
20 Counsel, Defendant's counsel, or any other agent designated by the Parties based upon the
21 distribution of Settlement Payments substantially in accordance with this Agreement or orders of the
22 Court.

23 b. The Settlement Administrator's distribution of Class Counsel's Attorney Fees
24 and Costs and the Class Representative Payments shall occur within ten (10) business days after the
25 Settlement Administrator receives from Defendant the final portion of the Gross Settlement Amount
26 pursuant to Paragraph E.5. Thereafter the Released Parties, Defendant's counsel and the Settlement
27 Administrator shall have no further liability or responsibility to Class Counsel or any vendors or third
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1 parties employed by the Named Plaintiff or Class Counsel.

2 **F. COURT APPROVAL AND EFFECTIVE DATE**

3 1. Binding Effect of Agreement on Class Members. Upon final court approval, all
4 Plaintiff Class Members shall be bound by this Agreement, and Final Judgment shall be entered
5 pursuant to California Rule of Court Rules 3.769(h) and 3.770(a). In addition, unless a Class
6 Member opts out of the Settlement, he/she shall be forever barred from pursuing, or seeking to
7 reopen, any Settled Claims against any of the Released Parties.

8 2. Preliminary Approval of Settlement. Upon execution of this Agreement, the Class
9 Counsel shall promptly file a motion requesting that the Court enter the Preliminary Approval Order:

- 10 a. Preliminarily approving for settlement purposes only this Agreement and the
11 Settlement;
- 12 b. Preliminarily certifying the Settlement Class as defined above and approving
13 the appointment of the Named Plaintiff as representatives of the Class for settlement purposes only;
- 14 c. Preliminarily approving the appointment of Class Counsel as counsel for the
15 Class for settlement purposes only;
- 16 d. Appointing and approving ILYM Group, Inc. as the Settlement Administrator
17 to administer the claims and settlement payment procedures required by this Agreement;
- 18 e. Approving the form of the Class Notice and Computation of Settlement Share
19 Form; and requiring that each be sent to Class Members;
- 20 f. Setting deadlines for Class Members to opt out of or object to the Settlement
21 as specified in Paragraphs E.2 and E.4 above;
- 22 g. Setting dates for the Plaintiff to submit their Motion for Final Approval of the
23 Settlement and for the Parties to submit any pleadings or papers on that Motion;
- 24 h. Scheduling the Final Approval Hearing Date.

25 3. Duty to Enhance Enforceability of Settlement. The Parties shall not seek to solicit or
26 otherwise encourage Class Members to submit an Opt-Out Request or an objection to the Settlement,
27 or to appeal from the Final Order or Final Judgment. Defendant will take no steps to discourage any
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1 Class Member from participating in the Settlement. The Parties shall cooperate and take all steps
2 necessary to effectuate the terms of this Settlement, and after final approval of the Settlement, obtain
3 the dismissal of the Action.

4 4. Final Order of the Court. The Named Plaintiff and Defendant shall request that the
5 Court enter a Final Order, after the Settlement Hearing finally approving this Agreement. The
6 Named Plaintiff and Defendant will request jointly that the Final Order certify the Plaintiff Class for
7 settlement purposes; find that this Agreement is fair, just, equitable, reasonable, adequate and in the
8 best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

9 5. Entry of Final Judgment. The Named Plaintiff and Defendant will request jointly that
10 the Court enter, after the Settlement Hearing, a Final Judgment.

11 6. Effective Date of Agreement. “Effective Date” means, the later of: (a) the entry of the
12 Court’s order granting final approval of the Settlement Agreement, if no objections have been filed;
13 (b) the date that the time for appeal has expired if an objection has been filed, the Court granted final
14 approval, and no appeal was filed; (c) or the date of the final resolution of any appeal that has been
15 filed.

16 7. Automatic Voiding of Agreement If Settlement Not Finalized. If for any reason the
17 Settlement does not become final, this Agreement shall become null and void and the orders and
18 judgment entered pursuant hereto shall be vacated, and the Parties will be returned to the status quo
19 prior to entering this Agreement. In addition, in such event, the Agreement and all negotiations and
20 proceedings relating thereto shall be without prejudice to the rights of any of the Parties, and evidence
21 relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or
22 otherwise.

23 8. Publicity, Confidentiality and Return of Documents.

24 a. The Parties agree that they and their counsel, and each of them, will not
25 actively seek to generate publicity about the Settlement via the media or press or otherwise (e.g., by
26 calling press conferences, issuing press releases, or posting information on the Internet), other than in
27 the form of the Class Notice approved by the Court. After Final Approval, Class Counsel may post
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1 objective factual information concerning the Settlement or this Agreement, without using
2 Defendant's name or the name of any Released Parties or providing any information that may identify
3 Defendant or any Released Parties, on their firm's website after the filing of Plaintiff' Motion for
4 Preliminary Approval, and may update the posted information to reflect actions taken by the Court
5 and the Parties in the Notice and approval process.

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7 b. The Parties agree that they, and their counsel, and each of them, in their
8 communications initiated by the media or press:

- 9 i. Will not disparage or impugn any Party or any counsel to any Party;
10 ii. Will not use inflammatory language when describing Plaintiff' claims,
11 Defendant's defenses, the Action or this Agreement;
12 iii. Will not attempt to characterize the Settlement as a victory or loss for
13 any Party; and
14 iv. Will at all times use objective, factual statements when describing
15 Plaintiff' claims, Defendants' defenses, the Action and this Agreement.

16 c. Within seven (7) calendar days of the Effective Date, the Named Plaintiff and
17 Class Counsel agree to return to Defendant's counsel or destroy any information designated as
18 "Confidential" during the course of the Action.

19 9. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
20 provisions of this Agreement are not recitals but are deemed to constitute contractual terms. In the
21 event that any of the material terms or conditions set forth in this Agreement are not fully and
22 completely satisfied, this Agreement shall terminate and be null and void.

23 10. Entry of Final Judgment. After the entry of the Final Order, the Parties stipulate to
24 the prompt entry of the Final Judgment pursuant to Rule 3.769 of the California Rules of Court,
25 providing that the Court shall retain jurisdiction over the Parties to enforce the terms of the Final
26 Order and Final Judgment.

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G. GENERAL PROVISIONS

1. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator and to the undersigned persons set forth below:

CLASS COUNSEL

DAVID YEREMIAN, Bar No. 226337
DAVID YEREMIAN & ASSOCIATES, INC.
535 N. Brand Blvd., Suite 705
Glendale, CA 91203
Telephone: (818) 230.8380
Fax No.: (818) 230.0308

EMIL DAVTYAN, Bar No. 299363
DAVTYAN PROFESSIONAL LAW
CORPORATION
5959 Topanga Canyon Blvd, Suite 130
Woodland Hills, CA 91367
Telephone: (818) 875-2008
Fax No.: (818) 722-3974

COUNSEL FOR DEFENDANTS

JOSEPH J. GIGLIOTTI, Bar No. 144979
GIGLIOTTI & GIGLIOTTI
26501 Rancho Parkway South #101
Lake Forest, CA 92630
Telephone: (949) 305-8202
Fax No.: (949) 305-8239

2. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This Agreement may not be orally amended, altered, modified or waived, in whole or in part.

3. Ongoing Cooperation. The Named Plaintiff and Defendant shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The executing of documents must take place prior to the hearing on preliminary approval.

4. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

5. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between the Named Plaintiff and the Class Members on the one hand, and Defendant on the other hand, with respect to the Settlement of the Action and the Settled Claims against the Released Parties. This Agreement supersedes any and all prior oral or

1 written understandings, agreements and arrangements between the Parties with respect to the
2 settlement of the Action and the Settled Claims against the Released Persons. Except those set forth
3 expressly in this Agreement, there are no other agreements, covenants, promises, representations or
4 arrangements between the Parties with respect to the settlement of the Action and the Settled Claims
5 against the Released Persons. The Parties explicitly recognize California Civil Code section 1625
6 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
7 be construed according to its terms and may not be varied or contradicted by extrinsic evidence and
8 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
9 the terms of this Agreement.

10 6. Multiple Originals/Execution in Counterpart. This Agreement may be signed in one
11 or more counterparts. All executed copies of this Agreement, and photocopies thereof (including
12 facsimile copies of the signature pages), shall have the same force and effect and shall be as legally
13 binding and enforceable as the original.

14 7. Captions. The captions and section numbers in this Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
16 provisions of this Agreement.

17 8. Governing Law. This Agreement shall be interpreted, construed, enforced, and
18 administered in accordance with the laws of the State of California, without regard to conflict of law
19 rules.

20 9. Reservation of Jurisdiction. Notwithstanding the entry of final judgment, the Court
21 shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

22 10. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
23 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
24 against one party than another merely by virtue of the fact that it may have been prepared by counsel
25 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
26 Parties, all Parties have contributed to the preparation of this Agreement.

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11. Severability. The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Agreement shall be considered severable, except for the release provision of Paragraph C and warranty provision of Paragraph G.12 of this Agreement. If a court of competent jurisdiction finds the provisions of Paragraph C or Paragraph G.12 of this Agreement to be unenforceable or invalid before the entry of the Final Judgment, then this Agreement shall become voidable. If a court of competent jurisdiction finds any provision other than the release provisions of Paragraphs C or G.12, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

12. Warranties and Representations. Each of the Parties to this Agreement and their counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement; and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Agreement.

13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on or claims against the subject matter of this Agreement, and that after entry by the Court of the Final Order and Final Judgment, the Settlement Administrator may distribute funds to Plaintiff Class Members, Class Counsel, and the Named Plaintiff as provided by this Agreement.

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1 14. Residue or Reversion. This is a non-reversionary settlement and no amount of the
2 Gross Settlement Amount shall revert back to Defendant. Should there remain any residual from the
3 Net Settlement Amount after all payments are made under this Agreement, such residual shall be
4 handled in the following manner: All amounts contained in settlement checks that were not cashed
5 within 180 calendar days, and all interest that has accrued, shall be distributed to the Controller of the
6 State of California to be held pursuant to the Controller of the State of California, California Civil
7 Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks
8 until such time that they claim their property. The Parties agree that this disposition results in no
9 “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount
10 will be paid out to Plaintiff Class Members, whether or not they all cash their Settlement Checks.
11 Defendant will not be required to pay any interest on said amounts.

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15. Authorization by the Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall be void and of no force or effect.

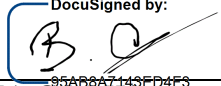
IT IS SO AGREED:

Dated: March 02, 2021

Dated: March __, 2021

PLAINTIFF

RELIANT REAL ESTATE MANAGEMENT, INC.

DocuSigned by:

95A52A7143ED4F3...

BRIANNA COOKS

By: _____

Title: _____,
who has been authorized to sign on its behalf.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: March __, 2021

Dated: March 3, 2021

GIGLIOTTI & GIGLIOTTI

DAVID YEREMIAN & ASSOCIATES INC.



JOSEPH GIGLIOTTI
GIGLIOTTI & GIGLIOTTI
Attorneys for Defendant,
RELIANT REAL ESTATE MANAGEMENT,
INC.

DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff, Brianna Cooks

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15. Authorization by the Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall be void and of no force or effect.

IT IS SO AGREED:

Dated: March __, 2021

Dated: March 2, 2021

PLAINTIFF

RELIANT REAL ESTATE MANAGEMENT, INC.



BRIANNA COOKS

By: Shawn M. Conerty

Title: Chief Financial Officer,
who has been authorized to sign on its behalf.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: March __, 2021

Dated: March __, 2021

GIGLIOTTI & GIGLIOTTI

DAVID YEREMIAN & ASSOCIATES INC.

JOSEPH GIGLIOTTI
GIGLIOTTI & GIGLIOTTI
Attorneys for Defendant,
RELIANT REAL ESTATE MANAGEMENT,
INC.

DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff, Brianna Cooks

1 15. Authorization by the Named Plaintiff. The Named Plaintiff agrees not to request to
2 be excluded from the Class and not to object to any terms of this Agreement. Any such request for
3 exclusion or objection shall be void and of no force or effect.
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5 **IT IS SO AGREED:**
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8 Dated: March __, 2021

Dated: March __, 2021

9 PLAINTIFF

RELIANT REAL ESTATE MANAGEMENT,
10 INC.

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12 _____
13 BRIANNA COOKS

By: _____

Title: _____

who has been authorized to sign on its behalf.

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16 **APPROVED AS TO FORM:**

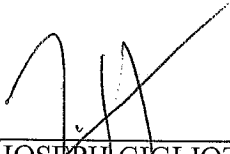
APPROVED AS TO FORM:

17 Dated: March 2, 2021

Dated: March __, 2021

18 GIGLIOTTI & GIGLIOTTI

DAVID YEREMIAN & ASSOCIATES INC.

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21 _____
22 JOSEPH GIGLIOTTI
23 GIGLIOTTI & GIGLIOTTI
24 Attorneys for Defendant,
25 RELIANT REAL ESTATE MANAGEMENT,
26 INC.

27 _____
28 DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff, Brianna Cooks