

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr., SBN 337704
afilier@jacksonapc.com
JACKSON LAW, APC
2 Venture Parkway, Ste. 400
Irvine, California 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Kathryn Enriquez

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

KATHERYN ENRIQUEZ, individually, and
on behalf of all other similarly situated
employees,

Plaintiffs,

vs.

VINTAGE REAL ESTATE GROUP, INC., a
California corporation, and DOES 1 through
50, inclusive,

Defendant.

Case No.: 30-2020-01157744-CU-OE-CXC

Assigned for all purposes to the Hon. Melissa
McCormick, Dept. CX104

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 28, 2020
FAC Filed: December 22, 2020
SAC Filed: October 28, 2021

Hearing Date: January 25, 2024
Time: 2:00 p.m.
Dept.: CX104

**[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER is before the Court on Plaintiff's Motion for Final Approval of Class
2 Action Settlement and her Motion for an Order Awarding Attorneys' Fees and Costs to
3 Plaintiff's Counsel and Enhancement Fee to the Class Representative. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including had an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys' fees and
7 costs and the service award to the class representative, and the argument at the final approval
8 hearing held on January 25, 2024, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiff's motion.

10 **I. FACTUAL BACKGROUND**

11 After Plaintiff served formal discovery and evaluated Defendants' documents and
12 positions, the parties entered into settlement negotiations, resulting in a signed Stipulation of
13 Class Action Settlement setting forth the terms of the proposed Settlement. In reaching the
14 proposed Settlement, Defendant did not (and do not) concede that it has violated the California
15 Labor Code or the Business and Professions Code, and Defendant continues to deny the
16 allegations contained in Plaintiff's complaint.

17 Plaintiff has moved this Court for final approval of the Settlement and has submitted
18 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
19 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
20 January 25, 2024 at 2:00 p.m.

21 The Court, having fully considered Plaintiff's notice of motion and motion, the
22 memorandum of points and authorities in support thereof, the declarations in support thereof, the
23 Settlement Agreement itself, and the oral argument presented to the Court, HEREBY ORDERS
24 AND MAKES DETERMINATIONS AS FOLLOWS:

1 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
2 **SETTLEMENT**

3 The Court finds that certification of the following Class, for settlement purposes only, is
4 appropriate under the California Code of Civil Procedure:

5 The “Class” or “Class Members” is defined as:

6
7 Class: All current and former non-exempt employees who were or are employed by
8 Defendants in California at any time during the class period [November 19, 2016
9 through March 30, 2023] and who have not received reimbursement for personal
cellphone usage during the class period.

10 Accordingly, solely for purposes of this settlement only, the Aggrieved PAGA group is
11 defined as follows:

12
13 PAGA Group Members: all Class Members employed by Defendant at any time
14 between March 12, 2020, through October 21, 2022, or preliminary approval,
15 whichever is later.

16 The Court finds that the Class defined above meets ascertainability, numerosity,
17 commonality, and predominance requirements that justify certification, and that resolution of this
18 matter through a class action settlement is superior to other available methods.

19 The Court finds further that:

- 20 (1) Plaintiff is an adequate and typical Class Representative and appoints them as Class
21 Representative; and
22 (2) Plaintiff’s Counsel has adequately represented the Class and its appointment as Class
23 Counsel is confirmed.

24 Accordingly, the Court certifies the Class described above for settlement purposes only.

25 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the possible outcome of further litigation
27

1 relating to class certification, liability, and damages. The Court finds further that settlement at
2 this time will avoid substantial additional costs and will avoid the delay and risks presented by
3 continued prosecution of the litigation. The Court also finds that the settlement has been reached
4 after arm's length negotiations between the parties. The terms of this operative settlement
5 agreement and amendment thereto shall be incorporated herein and consistent with this Order
6 and Judgment.

7 Following notice that was sent to the Class Member by first class mail, no Class member
8 objected to any of the terms of the Settlement and no Class Members opted out. Taking into
9 account (1) the value of the \$9,000 cash settlement, (2) the risks inherent in continued litigation,
10 (3) the complexity, expense, and likely duration of the litigation in the absence of settlement, (4)
11 the experience and views of Class Counsel, and (5) the positive reaction of Class Members, the
12 Court finds that the settlement is fair, adequate, reasonable, and deserves this Court's final
13 approval.
14

15 **III. CLASS RELEASE**

16 Released Claims shall mean, upon the date of finality, Plaintiff and Participating Class
17 Members who do not opt out of the Settlement Release the Released Parties from, and will be
18 forever barred from pursuing against the Released Parties, any and all claims, demands, rights,
19 liabilities and causes of action alleged in Plaintiff's Operative Complaint for violations of Labor
20 Code 1198, 2699, 2699.3, 2802, and applicable Wage Orders of the Industrial Welfare
21 Commission, including Industrial Welfare Commission Wage Order Nos. 4-2001 relating to the
22 failure to reimburse for business expenses for the use of personal cellphone usage, ad all claims
23 for attorneys' fees and costs relating to the Released Claims by Class Members.
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1 It is the desire of the Parties and the Settlement Class Members to fully, finally, and
2 forever settle, compromise, and discharge the Released Claims during the Class Period. Each
3 Settlement Class Member, except those who timely Opt-Out, will be bound to the release of
4 Released Claims as a result of the Class Settlement and to the terms of the final judgment and the
5 satisfaction of such judgment.

6 **IV. OPT OUTS**

7 Following notice that was sent to the Class Member by first class mail, no Class member
8 objected to any of the terms of the Settlement and no Class Members opted out.

9 **V. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AND COSTS**

10 Plaintiff's Counsel has moved for awards of (1) attorneys' fees and costs to Plaintiff's
11 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
12 Class Members pursuant to the Court's Preliminary Approval Order. The Court read argument
13 regarding Plaintiff's request for fees and service payments upon a duly noticed motion on
14 January 25, 2024.

15 Based upon all papers filed with the Court, oral argument at the hearing, the Court's
16 observation and assessment of the performance of Plaintiff's Counsel throughout this litigation,
17 the resulting settlement recovery, and good cause appearing therefor, the Court finds that
18 payment of attorneys' fees and costs in the amount of \$2,250.00 of the GSA for all past and
19 remaining work and costs until the completion of this matter, in accordance with the terms of the
20 Settlement, is fair and reasonable under the circumstances.

21 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
22 Settlement and Release of Class Action Settlement and amendments thereto.

23 **VI. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

24 Plaintiff seeks service awards to the class representative, Katheryn Enriquez, in the
25 amount of \$500.00 and seeks this payment as compensation for the time, effort, and risk she
26 spent to enable the Class Members to receive this recovery.
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1 The Court notes that California and federal courts regularly approve service awards to
2 compensate the class representative for the services they provide to the class, the time and effort
3 they invest on behalf of others, and the risks that they incur during the course of class action
4 litigation.

5 Class Representative Katheryn Enriquez performed a substantial service to
6 Class members, including bringing this action, producing relevant documents, and making
7 herself available to and working with Plaintiff's Counsel throughout the action. In light of these
8 services, the service award to the class representative is appropriate. Although the proposed
9 service award was disclosed to the Class in the Notice, no class member objected to it.

10 For the foregoing reasons, the Court finds that the service award of \$500 each to Plaintiff
11 Katheryn Enriquez is fair and reasonable considering their service to Class Members.

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13 **VII. CLAIMS ADMINISTRATION COSTS**

14 Plaintiff seeks costs for the claim's administrator in the amount of \$1,000 for all work
15 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
16 be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of
17 Class Action Settlement and amendments thereto. For the foregoing reasons, the Court finds that
18 the administration costs of \$1,000 is fair and reasonable considering its service to Class
19 Members.

20 **VIII. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

21 The Claims Administrator shall pay the LWDA \$1,875 (representing 75% of the
22 \$2,500 PAGA component of the Amended Settlement Agreement).

23 **IX. JUDGMENT FINALITY**

24 Without affecting the finality of this Judgment in any way, the Court shall retain
25 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
26 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
27 to enforce the terms, conditions and obligations of the Settlement Agreement.

1 This judgment is intended to be a final disposition of the above-captioned action in its
2 entirety with prejudice, and is intended to be immediately appealable. The court shall have and
3 retain continuing jurisdiction over this action and the parties and Class members, including after
4 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
5 and intent of the Settlement Agreement and this Order.

6 The Court orders class counsel to file a final report summarizing all distributions made
7 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
8 final report for October 24, 2024.

9 The Court sets a non-appearance for October 24, 2024.

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12 Dated:

JUDGE OF THE SUPERIOR COURT

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14 By: _____
15 The Honorable Judge Melissa McCormick
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