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Attorneys for Plaintiff Katheryn Enriquez

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

KATHERYN ENRIQUEZ, as individuals and on
behalf of other similarly situated employees,

Plaintiff,

vs.

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

Defendants

CASE NO: 30-2020-01157744-CU-OE-CXC

Assigned for all purposes to:

Judge Peter Wilson

Dept. CX101

**SECOND SUPPLEMENTAL
DECLARATION OF ARMOND M.
JACKSON IN SUPPORT PLAINTIFF'S
UNOPPOSED MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Hearing Date: May 4, 2023

Hearing Time: 2:00 p.m.

Department: CX101

Case filed: August 28, 2020

Trial date: February 27, 2023

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EXHIBIT A

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TEL.: (760) 779-1313
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Attorneys for Defendant Vintage Real Estate Group, Inc.

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

KATHRYN ENRIQUEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

VINTAGE REAL ESTATE GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive;
Defendant.

CASE NO. 30-2020-01157744-CU-OE-CXC

Assigned for all Purposes to the Honorable
Peter J. Wilson, Dept. CX102

**AMENDMENT TO SETTLEMENT
AGREEMENT VERSION TWO**

1 Per the Court’s ruling on February 2, 2023, this Amendment to Settlement Agreement is made
2 by and between Plaintiff Kathryn Enriquez, on behalf of herself and each of the other Class
3 Members as defined herein, and Defendant Vintage Real Estate Group, Inc. (“Defendant”), by and
4 through their respective counsel of record, in the putative class actions and PAGA actions entitled
5 Kathryn Enriquez v. Vintage Real Estate Group, Inc., et al. filed in Orange County Superior Court,
6 Case No. 30-2020-01157744-CU-OE-CXC.

7 The parties hereby agree to the following amendments to the Settlement Agreement:

8
9 **Paragraph 1.c Definition of “Class” is hereby deleted:**

10 c. “Class” means all current and former non-exempt employees who are or were
11 employed by Defendant in California at any time during the Class Period and who have not .

12
13 **Paragraph 1.c Definition of “Class” is hereby replaced with the following:**

14 c. “Class” means all current and former non-exempt employees who are or were
15 employed by Defendant in California at any time during the Class Period and who have not
16 received reimbursement for personal cellphone usage during the class period.

17 **Paragraph 1.n Definition of “Gross Settlement Amount” is hereby deleted:**

18 n. “Gross Settlement Amount” means Ninety-One Thousand Five Hundred Dollars and Zero
19 Cents (\$9,000.00) to be paid by Defendant as provided by this Agreement to settle the Class and
20 PAGA claims. All payments to the Class, PAGA payments, expenses and administration costs,
21 attorney’s fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be
22 paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the
23 payments made under this settlement shall be paid by Defendant separate from and in addition to
24 the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

Paragraph 1.n Definition of “Gross Settlement Amount” is hereby replaced with the following:

n. “Gross Settlement Amount” means Nine Thousand Dollars and Zero Cents (\$9,000.00) to be paid by Defendant as provided by this Agreement to settle the Class and PAGA claims. All payments to the Class, PAGA payments, expenses and administration costs, attorney’s fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

Paragraph 1.0 Definition of “Incentive Awards” is hereby deleted:

o. “Incentive Awards” means a monetary amount of up to One Thousand Dollars and Zero Cents (\$1,000.00) for Plaintiff Kathryn Enriquez subject to Court approval, in recognition of her efforts and work in prosecuting the Action on behalf of Class Members.

Paragraph 1.0 Definition of “Incentive Awards” is hereby replaced with the following:

0. “Incentive Awards” means a monetary amount of up to Five Hundred Dollars and Zero Cents (\$500.00) for Plaintiff Kathryn Enriquez subject to Court approval, in recognition of her efforts and work in prosecuting the Action on behalf of Class Members.

Paragraph 1.hh Definition of “Response Deadline” is hereby deleted:

hh. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

Paragraph 1.hh Definition of “Response Deadline” is hereby replaced with the following:

hh. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator requests for exclusion or written notices of objection or lodge a dispute. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

Paragraph 3.04 a “Class Member Disputes” is hereby deleted:

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

Paragraph 3.04 a “Class Member Disputes” is hereby replaced with the following:

Any disputes regarding the number of workweeks credited and to be used to calculate a Class Member's Individual Settlement Payment or an Aggrieved Employee's share of the Aggrieved Employee PAGA Payment will be resolved and decided by the Settlement Administrator

1 based on Defendant's records, which will be presumed determinative. Class Members who wish to
2 submit such a dispute must mail a written dispute to the Settlement Administrator. The dispute must
3 (a) state the Class Member's name, address, telephone number, and the last four digits of his/her
4 social security or tax identification number; (b) clearly state the Class Member's dispute; (c) be
5 signed by the Class Member or their lawful representative; and (d) be postmarked no later than
6 sixty (60) calendar days after the Settlement Administrator mails the Notice to the Class. The
7 Settlement Administrator's decision on all such disputes will be submitted to the Court for final
8 approval and will not be subject to appeal.

9
10 **Paragraph 5.01: Released Claims by Class Members is hereby deleted:**

11
12 Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of the
13 Settlement, release the Released Parties from, and will be forever barred from pursuing against the
14 Released Parties, any and all claims, demands, rights, liabilities and causes of action alleged in
15 Plaintiffs' Operative Complaint, and all claims for attorneys' fees and costs relating to the Released
16 Claims by Class Members.

1 **Paragraph 5.01: Released Claims by Class Members is hereby replaced with:**

2
3 Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of
4 the Settlement, release the Released Parties from, and will be forever barred from pursuing against
5 the Released Parties, any and all claims, demands, rights, liabilities and causes of action alleged in
6 Plaintiffs' Operative Complaint for violations of Labor Code 1198, 2699, 2699.3, 2802, and
7 applicable Wage Orders of the Industrial Welfare Commission, including Industrial Welfare
8 Commission Wage Order Nos. 4-2001 that arose during the Class Period and relates to the failure to
9 reimburse for business expenses for the use of personal cellphone usage of personal cell phones,
10 home landlines, home electricity, personal computers or tablets, teleconferencing software or
11 hardware, and home internet for work purposes, while working from home during the Covid-19
12 Pandemic.

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14 **Paragraph 5.02: "Released Claims by PAGA Group Members" is hereby deleted:**

15
16 Upon the Date of Finality, the State of California and PAGA Group Members release the
17 Released Parties from claims, demands, rights, liabilities and causes of action for penalties
18 under California Labor Code Private Attorneys General Act of 2004 based on the letter to
19 the Labor & Workforce Development Agency on August 27, 2020, that arose during the
20 PAGA Period, including claims for civil penalties for violations of Labor Code 1198,
21 2699, 2699.3, 2802, and applicable Wage Orders of the Industrial Welfare Commission,
22 including Industrial Welfare Commission Wage Order Nos. 4-2001, and all related claims
23 for attorneys' fees and costs.

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Paragraph 5.02: “Released Claims by PAGA Group Members” is hereby replaced with:

Upon the Date of Finality, the State of California and PAGA Group Members release the Released Parties from claims, demands, rights, liabilities, and causes of action for penalties under the California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor & Workforce Development Agency on August 27, 2020, that arose between March 12, 2020, through October 21, 2022, including claims for civil penalties for violations of Labor Code sections 1198, 2699, 2699.3, 2802, and applicable Wage Orders of the Industrial Welfare Commission, including Industrial Welfare Commission Wage Order Nos. 4-2001 that relates to the failure to reimburse for business expenses for the use of personal cellphone usage of personal cell phones, home landlines, home electricity, personal computers or tablets, teleconferencing software or hardware, and home internet for work purposes, and all related claims for attorneys’ fees and costs.

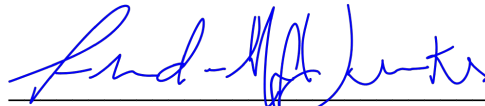
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3 The Parties, by and through their counsel of record, hereby agree to the aforementioned
4 amendments to the terms of the Settlement Agreement:

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6 **JACKSON LAW, APC**

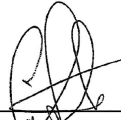
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8 Executed on April 20__, 2023



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13 ANDREA M. FERNANDEZ JACKSON
For Plaintiff Kathryn Enriquez

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15 **LAW OFFICES OF KAREN J. SLOAT, APC**

16 Executed on April 20, 2023



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Attorneys for Defendant Vintage Real Estate Group, Inc.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**ENRIQUEZ V. VINTAGE REAL ESTATE GROUP, INC.
ORANGE COUNTY COURT CASE NO. 30-2020-01157744-CU-OE-CXC**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY VINTAGE REAL ESTATE GROUP, INC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **NOVEMBER 19, 2016 AND ENDING ON DATE OF PRELIMINARY APPROVAL, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Kathryn Enriquez (“Plaintiff Enriquez”), on behalf of herself and the below-defined Class Members, and Defendant Vintage Real Estate Group, Inc. (“Defendant”).

The Settlement resolves the above lawsuit (the “Action”) concerning claims related to allegations that Defendant (1) failed to pay necessary expenses; and (2) engaged in unlawful business practices relating to non-exempt employees being required to use their personal cellphone without reimbursement during the Pandemic. Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendant. Defendant denies and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendant has entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendant in California as a non-exempt employee during the period from **November 19, 2016** through [date of preliminary approval] as well as PAGA Payments based on the pay periods you performed work for Defendant in California as a non-exempt employee during the period from **March 12, 2020** through [date of preliminary approval].

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on November 19, 2016 through [date of preliminary approval]. If you are a PAGA Group

	Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on November 19, 2016 to through [date of preliminary approval] is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On [insert preliminary approval date], the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **November 19, 2016 through [date of preliminary approval]** (the “Class Period”). According to Defendant’s records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is a case captioned *Enriquez v. Vintage Real Estate Group, Inc.*, pending in the Superior Court of California for the County of Orange (the “Action”). Kathryn Enriquez is the Plaintiff, and the company she sued, Vintage Real Estate Group, Inc. is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. She alleges that Defendant failed to reimburse for business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that she and the Class Members are entitled to unreimbursed expenses. Defendant denies that they engaged in any wrongful conduct. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Kathryn Enriquez) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert date], the Honorable Peter J. Wilson issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period and who have not received reimbursement for personal cellphone usage during the class period. “PAGA Group Members” means all Class Members employed by Defendant at any time between March 12, 2020 through [date of preliminary approval].

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and her lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Nine Thousand Dollars and Zero Cents (\$9,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed \$2,250.00), or 25% of the Maximum Settlement Amount, a Class Representative Service Award to Plaintiff Kathryn Enriquez in the amount of (\$500) for her services, the PAGA Settlement Amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) (i.e., a payment of One Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$1,875.00) to the State of California Labor and Workforce Development Agency for alleged penalties and Six Hundred Twenty Five Dollars and Zero Cents (\$625.00) *pro rata* distribution to PAGA Group Members

as their PAGA Payment), and the fees and expenses of the Settlement Administrator, ILYM Group, Inc. (estimated not to exceed \$1,000.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the “Net Settlement Amount”). Defendant’s share of payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement (“Participating Class Members”) on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period (“Qualified Workweeks”). To determine a Participating Class Member’s estimated settlement payment (“Individual Settlement Payment”), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Workweeks for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Workweeks} = \text{estimated Individual Settlement Payment}$$

Class Members’ Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members’ Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, and 80% shall be reported as penalties and interest not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member’s pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Six Hundred Twenty-

Five Hundred Dollars and Zero Cents (\$625.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from **March 12, 2020** through [date of preliminary approval]. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Six Hundred Twenty-Five Hundred Dollars and Zero Cents (\$625.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may submit supporting evidence to the Settlement Administrator. Those who wish to submit such a dispute must mail a written dispute to the Settlement Administrator. The dispute must (a) state the Class Member’s name, address, telephone number, and the last four digits of his/her social security or tax identification number; (b) clearly state the Class Member’s dispute; (c) be signed by the Class Member or their lawful representative; and (d) be postmarked no later than sixty (60) calendar days after the Settlement Administrator mails the Notice to the Class. The Settlement Administrator’s decision on all such disputes will be submitted to the Court for final approval and will not be subject to appeal.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is **_____**. The total number of pay periods you worked in California for Defendant as a non-exempt employee during the PAGA Period is **_____**.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$**_____**, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$**_____**.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) claim for failure to reimburse for business related expenses; and (2) unfair business practices. Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act ("PAGA") based on the foregoing alleged violations by Defendant based on the preceding claims against Defendant (the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **insert date** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant make payment to the Settlement Administrator. Defendant have within (30) thirty days after the Court signs the Final order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON LAW, APC

Armond M. Jackson, State Bar No. 281547
Andrea M. Fernandez-Jackson, State Bar No. 295924
Anthony S. Filer Jr., State Bar No. 337704
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-fourth (25%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$2,250.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agree to pay, as part of the Maximum Settlement Amount, up to One Thousand Dollars (\$1,000.00) to Plaintiff Kathryn Enriquez as an Enhancement Award for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed One Thousand Dollars (1,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the

hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **insert time/date** in Department CX101 of the **Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>. Under "Online Services" you can find "Case Access" where you can input the case number "**30-2020-01157744-CU-OE-CXC**" to access case information, such as filings and future hearings.

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Andrea M. Fernandez-Jackson in Support of Plaintiff Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **INSERT DATE**. The case is assigned to Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://civilwebshopping.occourts.org/> and select "Accept Terms" where you can input the case number "**30-2020-01157744-CU-OE-**

CXC” to access case information, such as filings and future hearings.

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

Please do not contact the Court for more information about the Settlement.