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Attorneys for Defendant Vintage Real Estate Group, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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

**JOINT STIPULATION OF SETTLEMENT**

On January 12, 2022, the Parties, with the assistance of Mediator T. Warren Jackson, Esq., settled the entire action, pending this Court's approval. By a separate agreement that has been fully performed, the Parties settled and resolved the Plaintiff's individual claims. All that remains to be resolved are the Plaintiff's Class and PAGA claims.

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of the Class and PAGA claims this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Settlement ("Agreement" or "Settlement").

This Agreement is made by and between Plaintiff Kathryn Enriquez ("Plaintiff Enriquez") and as a representative of the proposed Class as defined herein, on the one hand, and Defendant Vintage Real Estate Group, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant collectively are referred to in this Agreement as "the Parties."

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount") pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of all claims by Plaintiffs and the Class Members as set forth herein.

## **ARTICLE I**

### **DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. "Actions" mean the actions described as follows: *Kathryn Enriquez v. Vintage Real Estate Group, Inc.*, a California Corporation; and DOES 1 through 50, inclusive, Case No. 30-2020-01157744-CU-OE-CXC, commenced on August 28, 2020, in the Superior Court of the State of California, County of Orange.

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

c. “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 .

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

**JACKSON 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

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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means November 19, 2016 through October 21, 2022, or preliminary approval whichever is later.

h. “Court” means the California Superior Court for the County of Orange, where the Actions are currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Vintage Real Estate Group, Inc.

k. “Defense Counsel” means counsel for Defendant:

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2 Phone: (760) 779-1313  
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4 l. "Disposition" means the method by which the Court approves the terms of the  
5 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
6 administration, and interpretation.

7 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final  
8 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
9 accordance with the terms herein, approving this Agreement.

10 n. "Gross Settlement Amount" means Ninety-One Thousand Five Hundred Dollars and  
11 Zero Cents (\$9,000.00) to be paid by Defendant as provided by this Agreement to settle the Class  
12 and PAGA claims. All payments to the Class, PAGA payments, expenses and administration costs,  
13 attorney's fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be paid  
14 out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the  
15 payments made under this settlement shall be paid by Defendant separate from and in addition to the  
16 Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

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

20 p. "Individual Settlement Payment(s)" means each Participating Class Member's  
21 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
22 by the calculations provided in this Agreement.

23 q. "LWDA" means The State of California Labor and Workforce Development Agency.

24 r. "LWDA Payment" means 75% of the \$2,500.00 allocated to the settlement of PAGA  
25 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of  
26 this Agreement, as provided for below.

27 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,  
28 including any evidence as may be required for the Court to conduct an inquiry into the fairness of

the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

u. “Plaintiff” means Kathryn Enriquez.

v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Awards, and LWDA Payment, pursuant to Section 3.07(a)-(f) below.

w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

x. “Notice Packet” means collectively and in a form substantially similar to, the Notice of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as **Exhibit B**, all subject to Court approval.

y. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Two Thousand Five Hundred Dollars (\$2,500.00); subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members.

aa. “PAGA Group Members” means all Class Members employed by Defendant at any time between March 12, 2020 through October 21, 2022, or preliminary approval whichever is later. (“PAGA Period”).

bb. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

1 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
2 Member will be paid his/her Individual Settlement Payment.

3 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the  
4 Settlement embodied in this Agreement as provided for in the Plaintiff's motion for Conditional  
5 Class Certification and Preliminary Approval of the Class Settlement.

6 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
7 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
8 Administrator for the benefit of Participating Class Members.

9 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked  
10 for Defendant as non-exempt employees during the Class Period.

11 ff. "Qualifying Pay Periods" means the number of weeks that PAGA Group Members  
12 worked for Defendant as non-exempt employees during the PAGA Period.

13 gg. "Released Parties" means Defendant.

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

21 ii. "Settlement Administration Costs" means all costs incurred by the Settlement  
22 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
23 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
25 of checks to Class Counsel for attorneys' fees and costs, to Plaintiffs for their Enhancement Awards,  
26 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement  
27 Amount.

## **CONTINGENT NATURE OF THE AGREEMENT**

7 Because the Parties have stipulated to the certification of the Class with respect to all causes  
8 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
9 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
0 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
1 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
2 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
3 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to  
4 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
5 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
6 Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their  
7 positions with respect to the Action as if the Agreement had not been entered into. In the event that  
8 the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving  
9 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall  
0 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in  
1 this Agreement, the fact that Defendant did not oppose the certification of a Class under this  
2 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used  
3 or cited thereafter by any person or entity, including in any manner whatsoever, including without  
4 limitation any contested proceeding relating to the certification of any class. If the Date of Finality  
5 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
6 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly  
7 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the  
8 Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court  
2 relating to the approval and implementation of this Agreement and shall otherwise use their  
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
6 resolution, the Parties agree to seek the assistance of mediator T. Warren Jackson to resolve the  
7 dispute.

### 8 **ARTICLE III**

#### 9 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

10 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
11 follows:

##### 12 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

13 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class  
14 to include all claims pled in the Action based on the preliminary approval of this Agreement. The  
15 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval  
16 Date."

##### 17 **Section 3.02: The Settlement Administrator**

18 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the  
19 Settlement Administrator, including but not limited to distributing and responding to inquiries about  
20 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement  
21 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks  
22 and distributing them to Participating Class Members, establishing and maintaining the QSF, and  
23 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to  
24 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement  
25 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

26 All costs of administering the Settlement, including but not limited to all costs and fees  
27 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
28 Participating Class Members, all costs and fees associated with computing, processing, reviewing,

and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

**Section 3.03: Notice to Class Members**

No later than fifteen (15) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a “Class List” in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

1 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
2 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
3 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
5 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
6 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
7 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
8 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
9 Individual Settlement Payments to all Participating Class Members.

10 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
11 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
12 status report provided to the Parties.

13 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
14 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
15 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
16 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
17 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
18 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
20 procedures set forth in Section 3.07(g) below.

21 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
22 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
23 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
24 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
25 exclusion and objections that the Settlement Administrator received.

1           **Section 3.04: Responses to Notice**

2           **a.       Class Member Disputes**

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

14           **b.       Requests for Exclusion from Class**

15           In order for any Class Member to validly exclude himself or herself from the Class and this  
16 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
17 Member or his or her authorized representative, and must be sent to the Settlement Administrator,  
18 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement  
19 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
20 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
21 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
22 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
23 conclusively determined according to the records of the Settlement Administrator. Any Class  
24 Member who timely and validly requests exclusion from the Class and this Settlement will not be  
25 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this  
26 Agreement, and will not have any right to object, appeal, or comment thereon.

27           Any Class Member who fails to timely submit a request for exclusion shall automatically be  
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

Class Members shall not have the right to request exclusion from the PAGA portion of the settlement, to the extent that Class Members are also members of the PAGA group, and shall receive their pro rata share of the PAGA Settlement Amount regardless of whether they opt-out or not from the class action portion of this case.

**c. Objections to Settlement**

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

**d. Encouragement of Class Members**

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

**e. Termination for Lack of Sufficient Participation**

If twenty percent (20%) or more of the Class Members makes a valid request to be excluded from the Class, Defendant will have the right, but not the obligation, to void the Agreement within thirty (30) days of the Response Deadline. If Defendant exercises that right to void the Agreement,

1 then the Parties will have no further obligations under the Agreement, including any obligation by  
2 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been  
3 owed under this Agreement, except that Defendant will pay the Settlement Administrator's  
4 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the  
5 Agreement.

6 **Section 3.05: Final Fairness and Approval Hearing**

7 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
8 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
9 and determine whether the Court should give it final approval, and (2) consider any objections made  
10 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
11 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
12 Proposed Final Order Approving Settlement of Class Action.

13 **Section 3.06: Settlement Payment Procedures**

14 **a. Settlement Amount**

15 In exchange for the Released Claims set forth in this Agreement, Defendant agree to pay the  
16 Gross Settlement Amount in the amount of Nine Thousand Dollars and Zero Cents (\$9,000.00). The  
17 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class  
18 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement  
19 Amount, and the Enhancement Payments.

20 Within thirty (30) days after the Court signs the Final Order, Defendant shall transfer the  
21 Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein,  
22 into a QSF established by the Settlement Administrator either directly or by sending the funds to the  
23 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these  
24 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class  
25 Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment, and the  
26 Settlement Administration Costs.

27 Within ten (10) court days after receiving Defendant's final payment, funding the Gross  
28 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments

1 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
2 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement  
3 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a  
4 search based on the National Change of Address Database to update and correct for any known or  
5 identifiable address changes.

6 **b. Payment of Attorneys' Fees and Costs**

7 Class Counsel shall submit an application for an award of attorneys' fees of up to 25% of the  
8 Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Thousand  
9 Two Hundred Fifty Dollars and Zero Cents (\$2,250.00). Such application for attorneys' fees and  
10 costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not  
11 object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with  
12 copies of all documents submitted in support of their application for an award of attorneys' fees and  
13 costs.

14 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
15 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
16 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
17 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
18 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
19 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
20 will be reallocated to the Net Settlement Amount.

21 **c. Payment of Settlement Administration Costs**

22 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
23 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed One  
24 Thousand Dollars (\$1,000.00).

25 **d. Payment of Enhancement Award to Plaintiff**

26 Subject to Court approval, the Plaintiff Kathryn Enriquez shall receive an Enhancement  
27 Award of up to One Thousand Dollars and Zero Cents (\$1,000.00), the request for which Defendant  
28 will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement

Amount and shall not constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Award represents payment to Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

**e. Payment to the Labor and Workforce Development Agency**

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

**f. Payment of Individual Settlement Payments to Participating Class Members**

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro

1 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each  
2 Participating Class Member.

3       Each Individual Settlement Payment will represent wages and penalties allocated using the  
4 following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts  
5 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages  
6 and all other authorized and required withholdings and shall be reported by W-2 forms. The  
7 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The  
8 amounts paid as penalties and interest shall be subject to all authorized and required withholdings  
9 other than the tax withholdings customarily made from employees' wages and shall be reported by  
10 IRS 1099 forms.

11       No later than ten (10) business days after receiving the Gross Settlement Amount from  
12 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
13 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
14 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
15 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
16 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
17 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
18 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
19 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
20 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller  
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22       If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
24 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
25 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
26 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
27 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

**g. Payment of Individual Settlement Payments to Participating PAGA Group Members**

The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be used to fund Individual Settlement Payments to PAGA Group Members. The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be divided between all PAGA Group Members in proportion to the number of individual Qualifying Pay Periods for each PAGA Group Member. To calculate the minimum amount each PAGA Group Member will receive based on their individual Qualifying Pay Periods, the PAGA Settlement Amount, less the LWDA Payment, will be divided by the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next whole integer. Each PAGA Group Member's approximate Individual Settlement Payment amount from the PAGA Settlement Amount will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement Amount, less the LWDA Payment, will be dispersed to PAGA Group Members on a pro rata basis based on the individual Qualifying Pay Periods worked during the PAGA Period by each Participating PAGA Group Member. PAGA Group Members shall not have the right to opt-out or exclude themselves from the PAGA Settlement.

Each Individual PAGA Payment will represent penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual PAGA Payments to PAGA Group Members. The Settlement Administrator will issue a Form 1099 to the extent required by law for the Individual PAGA Payments. PAGA Group Members shall have 180 days from the date their Individual PAGA Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the PAGA Group Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or

1 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
2 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
3 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
4 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
5 Unclaimed Property Fund in the name of the PAGA Group Member for whom the funds are  
6 designated.

7 **h. Default on Payment.**

8 Defendant' failure to fund the Gross Settlement Amount within thirty (30) days after the date  
9 that the Court grants final approval of the Settlement shall be considered a default. In the event  
10 Defendant fail to timely fund the Gross Settlement Amount, the Settlement Administrator will  
11 provide notice to Class Counsel and Defendant' counsel within three (3) business days of the missed  
12 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to  
13 the Settlement Administrator. In the event Defendant fail to cure the default within the times set forth  
14 herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance  
15 of the unpaid Gross Settlement Amount to date.

16 **i. No Credit Toward Benefit Plans.**

17 The Individual Settlement Payments made to Participating Class Members under this  
18 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
19 calculate any additional benefits under any benefit plans to which any Class Members may be  
20 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
21 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
22 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
23 Members may be entitled under any benefit plans.

24 **ARTICLE IV**

25 **LIMITATIONS ON USE OF THIS SETTLEMENT**

26 **Section 4.01: No Admission**

27 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a  
28 Class should not have been certified in the Action. This Agreement is entered into solely for the

1 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
2 construed as an admission of liability or wrongdoing by Defendant.

3 **Section 4.02: Non-Evidentiary Use**

4 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
5 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
6 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,  
7 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
8 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
9 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
10 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
11 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims  
12 released through this Agreement.

13 **Section 4.03: Nullification**

14 The Parties have agreed to the certification of the Class encompassing all claims alleged in  
15 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
16 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
17 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
18 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
19 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
20 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
21 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
22 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
23 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
24 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
25 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
26 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

27 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
28 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

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

9 **Section 5.02: Released Claims by PAGA Group Members**

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

17 **ARTICLE VI**

18 **MISCELLANEOUS PROVISIONS**

19 **Section 6.01: Amendments or Modification**

20 The terms and provisions of this Agreement may be amended or modified only by an express  
21 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
22 and approved by the Court.

23 **Section 6.02: Assignment**

24 None of the rights, commitments, or obligations recognized under this Agreement may be  
25 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
26 consent of each other Party and their respective counsel. The representations, warranties, covenants,  
27 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
28 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

1           **Section 6.03: Governing Law**

2           This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
3 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
4 of laws.

5           **Section 6.04: No Publicity**

6           The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact  
7 the press, respond to any press inquiry or have any communication with the press about the fact,  
8 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not  
9 engage in any advertising or marketing relating to the settlement of these Actions in any manner that  
10 identifies or that is suggestive of Defendant (i.e., a supervisor of a property management company),  
11 including but not limited to any postings on any websites maintained by Class Counsel. However,  
12 Class Counsel may identify this Settlement in court filings in other matters to demonstrate their  
13 adequacy as counsel in connection with the prosecution or settlement of other class actions. Nothing  
14 in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully  
15 discharge their duties as Class Counsel, including but not limited to, communicating with Class  
16 Members regarding the Settlement.

17           **Section 6.05: Entire Agreement**

18           This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
19 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
20 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
21 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be  
22 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
23 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
24 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
25 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
26 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
27 prior agreements or proposals.

1           **Section 6.06: Waiver of Compliance**

2           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8           **Section 6.07: Counterparts and Fax/PDF Signatures**

9           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
13 signature.

14           **Section 6.08: Meet and Confer Regarding Disputes**

15           Should any dispute arise among the Parties or their respective counsel regarding the  
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
18 to submitting such disputes to the Court.

19           **Section 6.09: Agreement Binding on Successors**

20           This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
21 of each of the Parties.

22           **Section 6.10: Cooperation in Drafting**

23           The Parties have cooperated in the negotiation and preparation of this Agreement. This  
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
25 was the drafter or participated in the drafting of this Agreement.

26           **Section 6.11: Fair and Reasonable Settlement**

27           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

**Section 6.12: Headings**

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

**Section 6.13: Notice**

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

*To Plaintiff and the Class:*

Armond M. Jackson  
Andrea Fernandez-Jackson  
Anthony S. Filer Jr.  
JACKSON APC  
2 Venture Plaza, Ste. 240  
Irvine, CA 92618  
Phone: (949) 281-6857  
Fax: (949) 777-6218

And

*To Defendant:*

Karen J. Sloat  
Craig A. Sterling  
LAW OFFICE OF KAREN J. SLOAT, APC  
42-600 Caroline Court, Suite 101  
Palm Desert, CA 92211  
Phone: (760) 779-1313  
Fax: (760) 340-4834

**Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the

1 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
2 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
3 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
4 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
5 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
6 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
7 fees incurred in connection with any enforcement actions.

8 **Section 6.15: Mutual Full Cooperation**

9 The Parties agree fully to cooperate with each other to accomplish the terms of this  
10 Agreement, including but not limited to the execution of such documents, and the taking of such  
11 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
12 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
13 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
14 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
15 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

16 **Section 6.16: Authorization to Act**

17 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense  
18 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to  
19 effectuate the terms of this Agreement, except for signing documents, including but not limited to  
20 this Agreement, that are required to be signed by the Parties themselves. Defendant represent and  
21 warrant that the individual executing this Agreement on its behalf has the full right, power, and  
22 authority to enter into this Agreement and to carry out the transactions contemplated herein.

23 **Section 6.17: No Reliance on Representations**

24 The Parties have made such investigation of the facts and the law pertaining to the matters  
25 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
26 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
27 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
28 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect

1 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
2 herein, have been made to any party concerning this Agreement.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Agreement.

5  
6  
7 Dated: \_\_\_\_\_

KATHRYN ENRIQUEZ

8  
9 By: \_\_\_\_\_  
10 Named Plaintiff

11  
12 Dated: 10/6/2022  
13 \_\_\_\_\_

VINTAGE REAL ESTATE GROUP, INC.

14 By:  \_\_\_\_\_  
15 (Signature)  
16 Amy Moore  
17 (Printed Name)  
18 Title  
19 \_\_\_\_\_  
20 (Title)  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED AS TO FORM ONLY:**

Dated:

**JACKSON APC**

By:

Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer Jr.

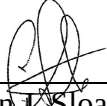
Attorneys for Plaintiff Kathryn Enriquez

Dated:

September 30, 2022

**LAW OFFICE OF KAREN J. SLOAT, APC**

By:

  
Karen J. Sloat  
Craig A. Sterling

Attorneys for Defendant Vintage Real Estate  
Group, Inc.