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**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**

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 Ninety 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:

o. “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.

17
18 **Paragraph 5.01: Released Claims by Class Members is hereby replaced with:**

19
20 Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of
21 the Settlement, release the Released Parties from, and will be forever barred from pursuing against
22 the Released Parties, any and all claims, demands, rights, liabilities and causes of action alleged in
23 Plaintiffs' Operative Complaint for violations of Labor Code 1198, 2699, 2699.3, 2802, and
24 applicable Wage Orders of the Industrial Welfare Commission, including Industrial Welfare
25 Commission Wage Order Nos. 4-2001 relating to the failure to reimburse for business expenses for
26 the use of personal cellphone usage, and all claims for attorneys' fees and costs relating to the
27 Released Claims by Class Members.

Paragraph 5.02: **“Released Claims by PAGA Group Members”** is hereby deleted:

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 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 during the PAGA Period, including claims for civil penalties for violations of Labor Code 1198, 2699, 2699.3, 2802, and applicable Wage Orders of the Industrial Welfare Commission, including Industrial Welfare Commission Wage Order Nos. 4-2001 all 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.

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

JACKSON LAW, APC

Executed on March 21, 2023


ANDREA M. FERNANDEZ JACKSON
For Plaintiff Kathryn Enriquez

LAW OFFICES OF KAREN J. SLOAT, APC

Executed on March 21, 2023


CRAIG A. STERLING

Attorneys for Defendant Vintage Real Estate Group, Inc.