

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 MARCH/OCTOBER 30/21, 2023/22, 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 ~~her~~^{herselves} and the below-defined Class Members, and Defendant Vintage Real Estate Group, Inc. (“Defendant”).

The Settlement resolves the above ~~class action~~-lawsuit (the “Action”) ~~concerning about~~ claims related to allegations that Defendant (1) ~~claim for~~^{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 Plaintiffs’~~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 to March 30/October 21, 2023/22 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 to March/October 30/21, 2023/22.

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 <u>November 19, 2016 to March 30, 2023/October 21, 2022</u> . If you are a PAGA Group
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	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 March 30, 2022 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 to October 21, 2022** (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 Actions ~~are~~ are pending as a cases captioned *Enriquez v. Vintage Real Estate Group, Inc.*, ~~are~~ pending in the Superior Court of California for the County of Orange (the “Actions”). Kathryn Enriquez is the Plaintiff, and the company ~~they~~ she sued, ~~Defendant~~ Vintage Real Estate Group, Inc. ~~are~~ 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~~~~They~~ alleges that Defendant failed to reimburse for business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that ~~they~~~~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 persons employed by Defendant in the State of California at any time during the period from on ~~November 19, 2016 to March~~~~October 30, 2021, 2023~~ as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from ~~March 12, 2020 to March~~~~October 2, 2023~~ as a non-exempt employee.

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. Plaintiffs and ~~their~~~~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 ~~(\$1,0500)~~ for ~~their~~~~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 ~~Maximum-Gross~~ Settlement Amount. No portion of the ~~Gross~~~~Maximum~~ 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:

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

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 33% 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, 33% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099, and 34% shall be reported as penalties 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 March 30, 2021**. 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. Defendant’s records will be presumed determinative. Those who wish to submit such a dispute must mail a written dispute or 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, Plaintiffs 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. Plaintiffs 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 (b30) 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 ~~CX102~~ **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.

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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 ~~Andrearmond~~ **Andreamond** M. **Fernandez**-Jackson in Support of Plaintiffs Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department ~~CX102~~ **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.