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Attorneys for Defendant Vintage Real Estate Group, Inc.

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE-CIVL COMPLEX CENTER

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,

Defendant.

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

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

HEARING INFO

Date: January 10, 2024
Time: 2:00 p.m.

Judge: Hon. Melissa R. McCormick
Dept.: CX104

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Enriquez*
6 *v. Vintage Real Estate, Inc.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Class Action and PAGA Settlement, Request for Exclusion from Class Action*
18 *Settlement, and Objection Form* (referred to as “Notice Packet”); (b) receiving and processing
19 requests for exclusion and objections to the Settlement, if applicable; (c) resolving Class Members’
20 disputes over the number of Workweeks Defendant has record of them working during the Class
21 Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF account
22 and calculating individual settlement award amounts; (e) processing and mailing settlement award
23 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
24 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

27 4. On May 12, 2023, ILYM Group received the Court approved text for the Class
28 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On August 17, 2023, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, and the
3 dates of employment for each Class Member. The data file was uploaded to our database and
4 checked for duplicates and other possible discrepancies. The Class List contained 8 individuals.

5 6. As part of the preparation for mailing, all 8 names and addresses contained in the
6 Class List were then processed against the National Change of Address (“NCOA”) database,
7 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
8 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
9 contains requested change of addresses filed with the USPS. To the extent that an updated address
10 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
11 Packet. To the extent that no updated address was found in the NCOA database, the original address
12 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

13 7. On October 10, 2023, the Class Notice Packet was mailed, via U.S First Class Mail,
14 to all 8 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
15 copy of the mailed Class Notice Packet.

16 8. As of the date of this declaration, 0 Notice Packets have been returned to our office
17 as undeliverable.

18 9. As of the date of this declaration, a total of 0 Notice Packets have been re-mailed.

19 10. As of the date of this declaration, a total of 0 Notice Packets have been deemed
20 undeliverable.

21 11. As of the date of this declaration, ILYM Group has not received any requests for
22 exclusion. The deadline to request exclusion from the Settlement was December 9, 2023.

23 12. As of the date of this declaration, ILYM Group has not received any objections to
24 the Settlement. The deadline to submit a written objection to the Settlement was December 9, 2023.

25 13. As of the date of this declaration, ILYM Group has not received any disputes from
26 Class Members.

27 14. As of the date of this declaration, ILYM Group will report a total of 8 Participating
28 Class Members, representing 100.00% of the 8 Class Members. The total number of Workweeks
worked by the Participating Class Members during the class period is 718.86.

1 15. Participating Class Members will receive a proportional share of the Net Settlement
2 Amount through Individual Class Payments, based on the number of Workweeks worked by the
3 Participating Class Members during the Class Period. The Net Settlement Amount is the amount
4 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
5 Class Counsel Fees and Costs, the Class Representative Service Payments, Administration
6 Expenses Payment to ILYM Group, and the PAGA allocation, e.g.,

7 Gross Settlement Amount	\$9,000.00
8 Class Counsel Fees & Costs	\$2,250.00
9 Class Representative Service Payment- Kathryn Enriquez	\$500.00
10 ILYM Group Fees	\$1,000.00
11 LWDA	\$1,875.00
12 PAGA Allocation to Aggrieved Employees	\$625.00
13 Net Settlement Amount	\$2,750.00

14 16. To determine a Participating Class Member's individual settlement award payment,
15 the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
16 the Applicable Workweeks worked by each Class Member during the Class Period, to the total
17 number of Applicable Workweeks worked by all Class Members during the Class Period. Based
18 on these calculations, the Participating Class Members will receive an estimated average gross
19 payment of \$343.75, with the estimated highest gross payment being \$880.97.

20 17. The PAGA payment shares to the PAGA Employees will be calculated based on the
21 Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution
22 will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the
23 Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to
24 the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the
25 PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated
26 average payment of \$78.13, with the estimated highest payment being \$227.56.

27 18. ILYM Group's total fees and costs for services in connection with the administration
28 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
costs for completion of the settlement administration, are \$1,000.00. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 2nd day of January 2024, at Tustin, California.

8
9 
MAKENNA SNOW

EXHIBIT “A”

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 OCTOBER 21, 2022, 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 continues to deny all of Plaintiff’s claims, and maintains 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 October 21, 2022 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 October 21, 2022.

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 October 21, 2022. 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 October 21, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than December 9, 2023 . 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 December 9, 2023 . 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 January 10, 2024.
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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 May 12, 2023, 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 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 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 **May 12, 2023**, 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 October 21, 2022.

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 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 October 21, 2022. 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 «Class Weeks». The total number of pay periods you worked in California for Defendant as a non-exempt employee during the PAGA Period is «PAGA Weeks».

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

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 **January 10, 2024** (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 **December 9, 2023** to:

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

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 **December 9, 2023**, 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 **December 9, 2023**, to the Settlement Administrator at the following address:

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

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 **December 9, 2023** 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 January 10, 2024 at 2:00 p.m. 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 A to the Declaration of Armond M. Jackson in Support of Plaintiff Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on October 19, 2022 and Supplemental Declaration of Armond M. Jackson in Support of Plaintiff Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on October 19, 2022 and the Amendment to Settlement Agreement which is attached as Exhibit 1 to the Supplemental Declaration of Armond M. Jackson in Support of Plaintiff Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on March 21, 2023, and the Amendment to Settlement Agreement which is attached as Exhibit A to the Second Supplemental Declaration Version Two of Armond M. Jackson in Support of Plaintiff Kathryn Enriquez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on April 21, 2023. 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.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
email: claims@ilymgroup.com

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

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

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

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE
TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE
ADDRESS BELOW, POSTMARKED NO LATER THAN DECEMBER 9, 2023.
*ENRIQUEZ V. VINTAGE REAL ESTATE GROUP, INC. ADMINISTRATOR***

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2023.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

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

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE **DECEMBER 9, 2023**.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Kathryn Enriquez. v. Vintage Real Estate Group, Inc.*, Settlement on the following grounds:

_____ (Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than December 9, 2023. Mail or fax your fully completed and signed Objection Form to:

ILYM Group, Inc. Re: Enriquez. v. Vintage Real Estate Group, Inc. P.O. Box 2031 Tustin, CA 92781 Telephone: (888) 250-6810 Fax: (888) 845-6185
