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Attorneys for Plaintiff Katheryn Enriquez

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants

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

Assigned for all purposes to:

Judge Peter Wilson

Dept. CX102

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

*[Concurrently filed with Notice of Motion;
PAGA Motion; and Proposed Order]*

Action Filed: August 28, 2020

FAC Filed: December 22, 2020

SAC Filed: October 28, 2021

Hearing Date: January 25, 2024

Time: 2:00 p.m.

Dept.: CX104

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 1. I am an attorney licensed to practice law before all courts of the State of California. I am an
3 attorney for Jackson Law, A Professional Law Corporation, and attorney of record for Plaintiff
4 Katheryn Enriquez (referred to herein as “Plaintiff”). I have personal knowledge of everything
5 stated below and could and would competently testify thereto if sworn.

6 2. I submit this Declaration in support of Plaintiff’s motion for final approval of class action
7 settlement. A true and correct copy of the fully executed Stipulation for Class Action Settlement
8 and amendments thereto are attached to this declaration as **Exhibit A**.

9 3. During the litigation, I interviewed Plaintiff and determined she was a suitable plaintiff
10 based upon her experience of being subjected to Defendant’s purported Labor Code violations and
11 her concern to hold the Defendants accountable for any alleged liability for such violations. By
12 initiating this lawsuit against a former employer, Ms. Enriquez has subjected herself to reputational
13 risk. Throughout the course of this litigation, Ms. Enriquez assisted this office in preparing the
14 complaint. Ms. Enriquez also made herself available on an “on call” basis to answer any questions
15 regarding the case and approve any settlement. Ms. Enriquez also continuously provided my office
16 with updated information concerning the Defendants’ business operations.

17 4. On November 3, 2021, Plaintiff filed the operative second amended complaint alleging
18 individual retaliation claims, along with wage and hour claims for (1) failure to reimburse for
19 necessary business expenses; (2) unlawful business practices; and (3) claims for civil penalties
20 pursuant to the California Private Attorney General Act.

21 5. During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis based
22 on the information revealed. Calculations were performed, as well as an analysis of the risks and
23 rewards of continued litigation.

24 6. In March 2021, Plaintiff served formal discovery on Defendants. The parties continued to
25 engage in discovery and ultimately agreed to exchange informal discovery in preparation for a
26 mediation. After the parties negotiated the scope of informal discovery, the parties agreed to
27 engage a mediator T. Warren Jackson. The parties engaged in a full-day mediation on January 12,
28 2022, which ultimately resulted in a settlement through a mediator’s proposal, in which both parties

1 accepted. Thereafter, the parties executed a long-form settlement agreement. Plaintiff also took into
2 account the uncertainty and risk of the outcome of further litigation, and the difficulty and delays
3 inherent in such litigation. Plaintiff and Counsel also considered the burdens of proof necessary to
4 establish liability of the claims asserted in the case, both generally and in response to Defendants'
5 defenses, and the difficulties in establishing penalties, and other relief sought in the case,
6 particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of class and
7 PAGA Members who are current employees, given their likely reluctance to aid in the prosecution
8 of a lawsuit against their employer, also the size of the potential class members are small risking
9 the court not finding sufficient numerosity. Based on the foregoing, Plaintiff and Class Counsel
10 determined that the Settlement set forth in the Agreement is fair, adequate, and reasonable and is in
11 the best interests of the Class and PAGA Members.

12 7. Throughout the litigation, my office performed a thorough investigation into the claims at
13 issue, which included: (1) determining Plaintiff's suitability as a class representative, private
14 attorney general through interviews, background investigations, and analyses of her employment
15 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
16 researching similar class claims and PAGA actions as to the claims brought, the nature of the
17 positions, and the type of employer; (4) analyzing and reviewing discovery; (5) evaluating
18 Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (6) drafting the
19 mediation brief; and (7) participating in the mediation.

20 8. By engaging in an investigation and evaluation of Plaintiff's claims, I can opine that the
21 Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
22 reasonable, and adequate, and is in the best interests of the Class and LWDA in light of all known
23 facts and circumstances, including the risk of significant delay and uncertainty associated with
24 litigation, and various defenses asserted by Defendant. Below is the analysis of the alleged Labor
25 Code violations segmented by way of factual predicates to support Labor Code violations.

26 9. Counsel for both Plaintiff and Defendant (collectively referred to herein as the "Parties")
27 engaged in discovery. Counsel for Plaintiff obtained payroll records and payroll data. Through this
28 discovery, it was determined that there were approximately 8 employees who were paid biweekly.

California Labor Code 2802 Violations

1 10. Plaintiff alleged itself, aggrieved employees and class members were subjected to
2 California Labor Code section 2802 violations for failure to reimburse class members and
3 aggrieved employees for use of their personal cellphones and internet when working from home as
4 a result of the stay-home orders during the pandemic. (See Cal. Lab. Code section 2802.) It was
5 estimated that many of the employees returned to the office after 6 months, and almost all returned
6 within 12 months. However, 24 months was used to calculate exposure (24 months * 16 pay
7 periods per month* \$25 for phone and internet reimbursement) amounting to \$9,600.

8 **Unlawful Business Practices Claims**

9 11. Plaintiff alleged itself, aggrieved employees and class members were subjected to unlawful
10 business practices for the alleged labor code violations of Defendant. (See Cal. Bus. and Prof.
11 Code section 17200.) This claim is derivative and the purpose of this claim was to extend any
12 statute of limitations claims for the wage and hour claims and the value of this claim is
13 incorporated into the value of the wage and hour claims.

14 **Private Attorney General Act Claims**

15 12. PAGA adds penalties of at least \$100 for each aggrieved employee per pay period in which
16 a Labor Code violation exists. Despite a shorter limitation period than for the asserted class claims,
17 PAGA penalties can be significant. To be able to collect PAGA penalties, Plaintiff would have to
18 prevail on the merits of the underlying claims and weaknesses there, as elaborated above, would
19 limit recovery under PAGA. Moreover, the trial court has discretion in reducing civil penalty
20 “amount based on facts and circumstances of a particular case, to do otherwise, would result in an
21 award that is unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code Sec. 2699(e)(2). In
22 light of the foregoing, and even factoring in the potential advantage for Plaintiff of not having to
23 seek certification of PAGA claims, the maximum value of this claim is not expected to exceed
24 \$38,400; 75% of which would be payable to the State. (24 months * 16 pay periods per month*
25 \$100 Penalty)

26 13. I have been a California-licensed attorney since November 2011. I began my career in law
27 while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
28 Resolution Corporation (“PLDRC”), handling employment related litigation matters. While
clerking for PLDRC I analyzed and organized discovery documents and researched employment
litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I

1 worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017,
2 almost exclusively engaging in employment matters representing employees. I have litigated
3 several wage and hour cases to trial and currently litigating or have litigated cases valued in the six
4 and seven-figure dollar range, including representative actions. I had primary responsibility for
5 approximately 20 litigation matters on average throughout my employment at PLDRC and
6 Pedersen McQueen and Pedersen Law. I regularly practiced in state court and sometimes federal
7 court. As an associate, my responsibilities included carrying primary case responsibility, which
8 includes tasks like taking depositions, conducting damages analysis, analyzing discovery
9 documents, conducting client intake, developing discovery and litigation strategies, participating in
10 mediations and arbitrations, engaging in settlement negotiations, trial preparation and trial work, as
11 well as other responsibilities that commonly coincide with managing cases from start to finish. I
12 have been a member of local bar associations, including the Orange County Bar Association, as
13 well as the State Bar of California and American Bar Association and served in a number of
14 leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County
15 Bar Association Young Lawyers' Education Committee and Social Committee.

16 14. In January 2017, I officially started my own practice Jackson Law, APC. Throughout my
17 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or class
18 action cases to resolution byway of settlement or trial. Over the course of my career, I have
19 litigated above 150 employment cases, including wage and hour representative actions to resolution
20 byway of settlement, default or trial. Based upon my experience, I believe the benefit conferred by
21 the proposed Settlement is eminently fair and reasonable, and is in the best interests of the Class
22 Members because (1) of the monetary benefits to the Class Members and (2) avoiding the risk,
23 delay, and uncertainty of continued litigation.

24 15. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney
25 General Act notice sent to Defendant on August 27, 2020.

26 16. On October 14, 2022, my office submitted a true and correct copy of the operative fully
27 executed Stipulation for Class Action Settlement for this matter to the California Labor and
28 Workforce Development Agency. A true and correct copy of the confirmation of the submission of

1 the operative fully executed Stipulation for Class Action Settlement submitted to the California
2 Labor and Workforce Development Agency is attached hereto as **Exhibit C**.

3 17. To date, the California Labor and Workforce Development Agency has not responded.

4 18. Jackson Law, APC advanced 100% of all costs for this matter.

5 19. Below is a list of prior wage and hour representative actions on which I have served as lead
6 or co-counsel.

7 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

8 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
9 Case No. 37-2017-00003415-CU-OE-CTL

10 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
11 WT-CLT

12 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
13 No. 30-2017-00899277-CU-OE-CXC

14 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
15 Case No. BC697241

16 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
17 Case No. CIVDS1610431

18 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case
19 No. 30-2017-00899290-CU-OE-CXC

20 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
21 No. 30-2016-00895669-CU-OE-CXC

22 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
23 BC609306

24 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
25 Superior Court, Case No. BC691018

26 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
27 Case No. BC715217

28 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-

1 2016-00854699-CU-OE-CXC

2 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
3 Case No. 30-2018-00989673-CU-OE-CXC

4 14. *Martinez v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
5 30-2016-00840385-CU-OE-CJC

6 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
7 Case No. 30-2018-00978231-CU-WT-CJC

8 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
9 No. 30-2017-00900653-CU-OE-CJC

10 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
11 Case No. BC635918

12 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
13 Court, Case No. BC674131

14 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
15 No. 30-2016-00840321-CU-OE-CJC

16 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
17 BC617880

18 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
19 30-2016-00840386-CU-OE-CJC

20 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
21 2015-00795449-CU-OE-CJC

22 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
23 Case No. 30-2018-00979111-CU-OE-CXC

24 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
25 30-2017-00900648-CU-OE-CXC

26 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
27 8:19-cv-00564

28 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,

Case No. 30-2017-00926015-CU-OE-CXC

27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,

Case No. 30-2016-00877489-CU-OE-CXC

28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,

Case No. 30-2018-00978815-CU-OE-CXC

29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No. BC653817

30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County Superior Court, Case No. 30-2018-00981362-CU-WT-CXC

31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court, Case No. 30-2017-00904202-CU-OE-CXC

32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court, Case No. 30-2018-00966582-CU-WT-CXC

33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168

34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court, Case No. BC710735

35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court, Case No. 30-2015-00795457-CU-OE-CJC

36. *Juarez v. Arakelian Enterprises, Inc.*, et al, Los Angeles Superior Court, Case No. BC710736

37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court, Case No. 30-2018-00981299-CU-OE-CXC

38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court, Case No. BC722778

39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No. 30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court, Case No. 8:18-cv-02249-AG (ADSx)

1 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
2 Case No. 30-2018-00971152-CU-WT-CJC

3 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
4 Case No. SACV19-00303 ODW (MAAx)

5 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
6 OE-CJC

7 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

8 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
9 Case No. BC646999

10 20. On January 2, 2024, I gave notice to the Labor and Workforce Development Agency of the
11 proposed settlement. A true and correct copy of that notice is attached hereto as **Exhibit D**.

12 21. On January 2, 2024, I extrapolated the cost and time sheet entries for this matter
13 maintained through my firm's Legal Practice Management Software. My firm advanced all
14 itemized cost contained in the attached record and attached hereto as **Exhibit E** is a true and correct
15 copy of the record maintained on my practice management software for cost incurred. Attached
16 hereto as **Exhibit F** is a true and correct copy of the record maintained on my practice management
17 software for time entries regarding this case

18 22. My hourly rate is \$725. The other attorneys and staff whom worked on this matter are
19 comprised of Andrea Fernandez- Jackson whom is an 9-year California licensed attorney with a
20 billable rate of \$515 per hour which should be considered reasonable. Another attorney at my
21 office Anthony Filer Jr. also worked on this matter whom is a 2-year California licensed attorney
22 with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba
23 whom is a paralegal with over five years of legal experience with a billable rate of \$145 which
24 should be considered reasonable. Attached hereto as **Exhibit G** is a true and correct copy of the
25 Laffey Fee Matrix.

26 I declare under the penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct. Executed on this 2nd day of January 2024 in Irvine, California.
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/s/ Armond M. Jackson
Armond M. Jackson, Declarant

EXHIBIT A

Armond M. Jackson, SBN 281547
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Attorneys for Plaintiff Kathryn Enriquez

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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

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Phone: (949) 281-6857

Fax: (949) 777-6218

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:

LAW OFFICE OF KAREN J. SLOAT, APC

Karen J. Sloat, State Bar No. 130730

Craig A. Sterling, State Bar No. 161335

42-600 Caroline Court, Suite 101

1 Palm Desert, CA 92211
2 Phone: (760) 779-1313
3 Fax: (760) 340-4834

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

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

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

6 u. "Plaintiff" means Kathryn Enriquez.

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

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

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

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

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

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

27 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
28 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,

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

8 **Section 3.03: Notice to Class Members**

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

14 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
15 Administrator will send Class Members, by first-class mail, at their last known address, the Court
16 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
17 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
18 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
19 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
20 Settlement Administrator will check all Class Member addresses against the National Change of
21 Address database and shall update any addresses before mailing. The Settlement Administrator will
22 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
23 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
24 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
25 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
26 Members shall not be required to submit claim forms in order to receive a proportional share of the
27 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

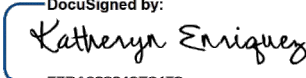
1 to any other matters. No representations, warranties, or inducements, except as expressly set forth
2 herein, have been made to any party concerning this Agreement.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Agreement.

5
6
7 Dated: 9/29/2022 _____

KATHRYN ENRIQUEZ

8 By:  _____
9 Named Plaintiff

10
11
12 Dated: _____

VINTAGE REAL ESTATE GROUP, INC.

13
14 By: _____
(Signature)
15
16 _____
(Printed Name)
17
18 _____
(Title)
19
20
21
22
23
24
25
26
27
28

1 **APPROVED AS TO FORM ONLY:**

2
3
4 Dated:

5 September 29, 2022

JACKSON APC

6 By: Andrea M. Fernandez-Jackson
7 Armond M. Jackson
8 Andrea M. Fernandez-Jackson
9 Anthony S. Filer Jr.

10 Attorneys for Plaintiff Kathryn Enriquez

11
12 Dated:

LAW OFFICE OF KAREN J. SLOAT, APC

13
14 By: _____
15 Karen J. Sloat
16 Craig A. Sterling

17 Attorneys for Defendant Vintage Real Estate
18 Group, Inc.
19
20
21
22
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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.

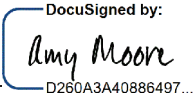
5
6
7 Dated: _____

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 _____
18 (Printed Name)
19 Title
20 _____
21 (Title)
22
23
24
25
26
27
28

1 **APPROVED AS TO FORM ONLY:**

2
3
4 Dated: _____

JACKSON APC

5
6 By: _____

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

8
9 Attorneys for Plaintiff Kathryn Enriquez

10
11 Dated: _____

September 30, 2022

LAW OFFICE OF KAREN J. SLOAT, APC

12
13 By: _____


Karen J. Sloat
Craig A. Sterling

14
15
16 Attorneys for Defendant Vintage Real Estate
17 Group, Inc.
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JACKSON LAW, APC
ARMOND M. JACKSON, Cal. Bar No. 281547
ajackson@jlaw-pc.com
Andrea M. Fernandez, SBN 295924
afernandez@jlaw-pc.com
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Kathryn Enriquez

Karen J. Sloat, SBN 130730 karen@karensloatlaw.com
Craig A. Sterling, SBN 161335 craig@karensloatlaw.com
LAW OFFICE OF KAREN J. SLOAT, APC
42-600 Caroline Court, Suite 101 Palm Desert, CA 92211
TEL.: (760) 779-1313
FAX: (760) 340-4834

Attorneys for Defendant Vintage Real Estate Group, Inc.

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

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

Plaintiff,

vs.

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

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

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

**AMENDMENT TO SETTLEMENT
AGREEMENT**

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.

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

2
3 Upon the Date of Finality, the State of California and PAGA Group Members release the Released
4 Parties from claims, demands, rights, liabilities and causes of action for penalties under California
5 Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor & Workforce
6 Development Agency on August 27, 2020, that arose during the PAGA Period, including claims
7 for civil penalties for violations of Labor Code 1198, 2699, 2699.3, 2802, and applicable Wage
8 Orders of the Industrial Welfare Commission, including Industrial Welfare Commission Wage
9 Order Nos. 4-2001 all that relates to the failure to reimburse for business expenses for the use of
10 personal cellphone usage of personal cell phones, home landlines, home electricity, personal
11 computers or tablets, teleconferencing software or hardware, and home internet for work purposes,
12 and all related claims for attorneys’ fees and costs.

13
14 The Parties, by and through their counsel of record, hereby agree to the aforementioned
15 amendments to the terms of the Settlement Agreement:

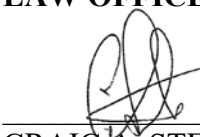
16
17 **JACKSON LAW, APC**

18
19 Executed on March 21, 2023

20 
21 ANDREA M. FERNANDEZ JACKSON
22 For Plaintiff Kathryn Enriquez

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

24 Executed on March 21, 2023

25 
26 CRAIG A. STERLING

27 Attorneys for Defendant Vintage Real Estate Group, Inc.

JACKSON LAW, APC
ARMOND M. JACKSON, Cal. Bar No. 281547
ajackson@jlaw-pc.com
Andrea M. Fernandez, SBN 295924
afernandez@jlaw-pc.com
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Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Kathryn Enriquez

Karen J. Sloat, SBN 130730 karen@karensloatlaw.com
Craig A. Sterling, SBN 161335 craig@karensloatlaw.com
LAW OFFICE OF KAREN J. SLOAT, APC
42-600 Caroline Court, Suite 101 Palm Desert, CA 92211
TEL.: (760) 779-1313
FAX: (760) 340-4834

Attorneys for Defendant Vintage Real Estate Group, Inc.

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

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

Plaintiff,

vs.

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

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

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

**AMENDMENT TO SETTLEMENT
AGREEMENT VERSION TWO**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14 **Paragraph 5.02: "Released Claims by PAGA Group Members" is hereby deleted:**

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

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

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

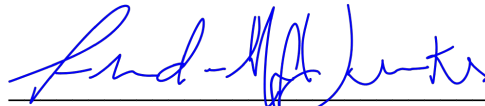
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3 The Parties, by and through their counsel of record, hereby agree to the aforementioned
4 amendments to the terms of the Settlement Agreement:

5
6 **JACKSON LAW, APC**

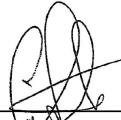
7
8 Executed on April 20__, 2023



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13 ANDREA M. FERNANDEZ JACKSON
For Plaintiff Kathryn Enriquez

14
15 **LAW OFFICES OF KAREN J. SLOAT, APC**

16 Executed on April 20, 2023



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28 CRAIG STERLING

Attorneys for Defendant Vintage Real Estate Group, Inc.

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

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

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

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

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

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

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

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

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

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

BASIC INFORMATION

1. Why did I get this notice?

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

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

2. What is the Action about?

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

3. Why is this lawsuit a class action?

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

4. Who is in the Settlement Class?

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

5. Why is there a settlement?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

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

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

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

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

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

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

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

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

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

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

7. What is my approximate Individual Settlement Payment?

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

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

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

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

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

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

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

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

10. When will I get my check?

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

INSERT SETTLEMENT ADMIN INFO

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

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

JACKSON LAW, APC

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

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

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

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

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

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

[Settlement Administrator]
[insert info]

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

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

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

THE COURT'S FINAL APPROVAL HEARING

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

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

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

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

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

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

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

22. How do I get more information?

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

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

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

[Settlement Administrator]

[insert info]

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

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 _____.**

ENRIQUEZ V. VINTAGE REAL ESTATE GROUP, INC. ADMINISTRATOR

(Administrator's Address)

(Administrator's Telephone Number)

(Administrator's Facsimile Number)

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: _____, 2022.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT B

JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jlaw-pc.com

August 27, 2020

Sent By Certified Mail to Vintage Real Estate Group Inc.

Submitted Via Online to Labor and Workforce Development Agency

Vintage Real Estate Group Inc.
24422 Avenida De La Carlota, Suite 450
Laguna Hills, California 92653

**Labor and Workforce Development
Agency**
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

Amy Moore
Agent for Service of Process for
Vintage Real Estate Group Inc.
24422 Avenida De La Carlota, Suite 450
Laguna Hills, California 92653

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 4-2001 (“Wage Order 4”), Section 7
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Katheryn Enriquez v. Vintage Real Estate Group, Inc. et al.

Dear Vintage Real Estate Group, Inc., Amy Moore and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Vintage Real Estate Group, Inc. by Katheryn Enriquez (“Ms. Enriquez”) on behalf of all aggrieved current and aggrieved former similarly situated employees of Vintage Real Estate Group, Inc., (collectively referred to throughout herein as “Defendants”) in California, a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to filing this private action in superior court, Ms. Enriquez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

Defendants are a real estate business providing homeowner association management, general property management and consulting services. This letter encompasses violations for Defendants California Labor Code violations throughout California with similarly situated employees across California.

Plaintiff worked for Defendants until on or around June 2020 as an employee that performed general job duties in order to deliver services to Defendants customers and assigned by Defendants.

Furthermore, Defendants required Plaintiff and similarly situated employees to work from home requiring such employees to use their personal cell phones, home landlines, personal computers or tablets, teleconferencing software or hardware and home internet for work purposes and not reimbursed for this expense incurred in order to perform their job duties in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s).

Moreover, Defendants failed to record “meal periods” as required by Wage Order 7, Section (A)(3).

Violation of California Labor Code 2802

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802 Defendants required Plaintiff and other similarly situated employees to use their personal cell phones, home landlines, home electricity, personal computers or tablets,

teleconferencing software or hardware and home internet for work purposes and not reimbursed for this expense incurred in order to perform their job duties in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s)

Wage Order 4, Section -7- Records

Section 7, sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[t]ime records showing when the employee begins and ends each work period,” “[m]eal periods,” “split shift intervals” and “total daily hours worked shall also be recorded” and “[t]otal hours worked in the payroll period and applicable rates of pay” shall be recorded. Defendant failed to record “meal periods” for Plaintiff and similarly situated employees in violation of Wage Order 4 Section 7 (A) (3).

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

Conclusion

Pursuant to the above stated facts, it is Plaintiff’s theory that Defendants are in violation of Labor Code Labor Code § 2802, and Wage Order 4, Section 7. It is Plaintiff’s contention that all similarly situated employees at Defendants are subjected to all of the above-mentioned violations.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

EXHIBIT D

EXHIBIT E

INVOICE

Company Logo

Jackson APC,

BILL TO

Kathy Enriquez

Invoice Number: 594

Invoice Date: 1/2/2024

Terms: 30

Due Date: **2/1/2024**

Amount Due: **\$2,343.15**

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
08/27/20	LWDA- Filing Check Fee			1	75.00	1	75.00
08/28/20	mailed out: PAGA notice filing Fee			1	0.50	1	0.50
08/28/20	PAGA Certified Mailer			1	4.55	1	4.55
08/28/20	PAGA Certified Mailer			1	4.10	1	4.10
09/01/20	One Legal Invoice 12514483			1	1,447.20	1	1,447.20
09/01/20	Mailed out: Notice of Acknowledgment and Receipt			1	1.65	1	1.65
01/25/21	One Legal Invoice 12747423			1	14.25	1	14.25
01/25/21	One Legal Invoice 12747706			1	14.25	1	14.25
02/23/21	One Legal Invoice 12800728			1	14.25	1	14.25
03/02/21	Courtcall invoice 11115024 Hearing: Status Conference			1	94.00	1	94.00

09/03/21	One Legal Invoice 13190308	1	14.25	1	14.25
09/29/21	One Legal Invoice_13239764	1	164.25	1	164.25
10/27/21	One Legal Invoice_13299637	1	20.00	1	20.00
11/03/21	One Legal Invoice_13313987	1	14.25	1	14.25
03/10/22	One Legal Invoice 13574532	1	12.00	1	12.00
03/22/22	CourtCall Invoice 11478410	1	94.00	1	94.00
06/20/22	One Legal Invoice 13794281	1	12.50	1	12.50
09/02/22	One Legal Invoice 13971069	1	12.50	1	12.50
09/12/22	CIVIL48570179	1	7.50	1	7.50
09/21/22	One Legal Invoice_14010350	1	14.75	1	14.75
10/19/22	One Legal Invoice 14076362	1	14.75	1	14.75
10/20/22	One Legal Invoice_14077258	1	74.75	1	74.75
10/28/22	One Legal Invoice 14099667	1	14.75	1	14.75
03/22/23	One Legal Invoice_14425851	1	17.20	1	17.20
04/04/23	Civil Doc Authorization - 056864	1	7.50	1	7.50
04/21/23	One Legal Invoice 14503180	1	15.20	1	15.20
04/24/23	One Legal Invoice 14508271	1	17.20	1	17.20
04/26/23	One Legal Invoice 14515770	1	17.20	1	17.20
05/08/23	Civil Doc Authorization - 037070	1	7.50	1	7.50
05/10/23	One Legal Invoice 14553740	1	15.20	1	15.20
05/12/23	One Legal Invoice 14559042	1	55.75	1	55.75
10/05/23	One Legal Invoice 14935376	1	35.20	1	35.20
10/31/23	One Legal Invoice 15003774	1	15.20	1	15.20
					\$2,343.15

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
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\$0.00

Invoice Total:	\$2,343.15
Amount Paid:	(\$0.00)
Amount Due:	\$2,343.15

EXHIBIT F

INVOICE

Company Logo

Jackson APC,

BILL TO

Kathy Enriquez

Invoice Number: 595

Invoice Date: 1/2/2024

Terms: 30

Due Date: **2/1/2024**

Amount Due: **\$32,890.50**

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
08/27/20	Drafted PAGA Letter.	Armond Jackson			725.00	3.50	2,537.50
10/07/20	Meet and confer w/ opposing re: claims.	Armond Jackson			725.00	0.60	435.00
11/17/20	Responded to email from oc.	Armond Jackson			725.00	0.40	290.00
11/20/20	Reviewed complaint.	Armond Jackson			725.00	0.50	362.50
11/20/20	Drafted FAC.	Armond Jackson			725.00	0.90	652.50
11/20/20	Finalized FAC.	Armond Jackson			725.00	0.90	652.50
01/11/21	Client called and will be mailing to our office all of her documents.	Yesenia Villalba			145.00	0.20	29.00
01/25/21	Created POS; PDF; file and email serve for Status Conference Statement.	Yesenia Villalba			145.00	0.20	29.00
01/25/21	Filed the Joint Stipulation	Yesenia Villalba			145.00	0.20	29.00

01/25/21	Drafted Joint Statement.	Armond Jackson	725.00	0.40	290.00
01/25/21	Drafted joint stipulation and SAC.	Armond Jackson	725.00	0.40	290.00
03/02/21	Status conference hearing	Andrea Fernandez	515.00	0.50	257.50
03/05/21	calendar	Andrea Fernandez	515.00	0.20	103.00
03/05/21	notice regarding status conference	Andrea Fernandez	515.00	0.30	154.50
03/30/21	Drafted First Salvo	Yesenia Villalba	145.00	0.30	43.50
03/31/21	Drafted first salvo.	Armond Jackson	725.00	0.30	217.50
04/01/21	Formatted discovery responses	Yesenia Villalba	145.00	1.90	275.50
04/07/21	Contacted client to arrange a time to go over discovery; scheduled in clio.	Yesenia Villalba	145.00	0.20	29.00
04/08/21	Contacted client to go over discovery request, review responses and highlighted the ones client responded; emailed AJ for his review.	Yesenia Villalba	145.00	2.00	290.00
04/08/21	Going over the discovery request documents; highlighting the questions I will be asking client.	Yesenia Villalba	145.00	0.70	101.50
06/21/21	Reviewed meet and confer letter.	Armond Jackson	725.00	0.30	217.50
07/21/21	telephone conversation with client regarding discovery docs	Andrea Fernandez	515.00	0.20	103.00
07/21/21	email correspondence with oc regarding supplemental discovery	Andrea Fernandez	515.00	4.00	2,060.00
07/22/21	email confirmation of the meet and confer with oc on discovery issues	Andrea Fernandez	515.00	0.30	154.50

07/22/21	telephonic meet and confer with oc on discovery issues	Andrea Fernandez	515.00	0.30	154.50
08/13/21	contact client regarding case value	Andrea Fernandez	515.00	0.20	103.00
08/13/21	draft joint statement	Andrea Fernandez	515.00	0.50	257.50
08/16/21	draft and send demand letter	Andrea Fernandez	515.00	0.40	206.00
08/16/21	telephonic conversation with oc regarding claims	Andrea Fernandez	515.00	0.30	154.50
08/16/21	discuss claims with client and get authority to send a demand	Andrea Fernandez	515.00	0.30	154.50
08/18/21	draft joint statement and email to other side.	Andrea Fernandez	515.00	0.40	206.00
08/20/21	joint status conference statement	Andrea Fernandez	515.00	0.20	103.00
09/03/21	attend status conference	Andrea Fernandez	515.00	0.60	309.00
09/08/21	research the FFCRA act and retaliation, amend complaint.	Andrea Fernandez	515.00	1.50	772.50
09/21/21	Drafted Notice of Posting Jury Fees; emailed to AF for her review.	Yesenia Villalba	145.00	0.20	29.00
10/08/21	amending complaint and stip and sending to opposing counsel	Andrea Fernandez	515.00	0.50	257.50
10/18/21	file motion to amend	Andrea Fernandez	515.00	0.50	257.50
10/19/21	file motion to amend	Andrea Fernandez	515.00	0.40	206.00
11/29/21	finalize mediation	Andrea Fernandez	515.00	0.50	257.50
01/03/22	Reviewed and paid invoice.	Armond Jackson	725.00	0.30	217.50
01/11/22	Reviewed mediation brief	Anthony Filer	250.00	0.40	100.00

01/12/22	Participate in mediation	Anthony Filer	250.00	5.60	1,400.00
01/12/22	Prepared for mediation, reviewed mediation brief	Anthony Filer	250.00	0.30	75.00
02/19/22	Determined whether joint stipulation was entered.	Armond Jackson	725.00	0.20	145.00
02/22/22	Email re: joint statement.	Armond Jackson	725.00	0.20	145.00
02/23/22	Finalized joint statement and status conference.	Armond Jackson	725.00	0.30	217.50
03/07/22	Review mediation information; drafted Joint Statement, emailed to AJ for his review and emailed to opposing side.	Yesenia Villalba	145.00	1.00	145.00
03/22/22	Attended status conference hearing	Anthony Filer	250.00	0.50	125.00
03/22/22	Prepared for status conference	Anthony Filer	250.00	0.50	125.00
06/07/22	Review client folder, drafted motion	Anthony Filer	250.00	0.80	200.00
06/09/22	Complete Final Approval Motion	Anthony Filer	250.00	0.90	225.00
06/17/22	Review client folder, drafted PAGA Long Form Settlement Agreement	Anthony Filer	250.00	0.90	225.00
06/17/22	Review/revise joint status report	Anthony Filer	250.00	1.00	250.00
07/20/22	Reviewed PAGA Motion.	Armond Jackson	725.00	1.10	797.50
07/21/22	Contacted client, to request signature on a declaration for Motion for Approval.	Yesenia Villalba	145.00	0.30	43.50
08/03/22	Reviewed notice, memo, po, pos for approval motion.	Armond Jackson	725.00	1.50	1,087.50
08/23/22	Follow up re: Approval Motion	Anthony Filer	250.00	0.20	50.00

08/25/22	Review Minute Order and Department CX102 rules	Anthony Filer	250.00	0.20	50.00
08/29/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.20	50.00
08/31/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.70	175.00
08/31/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.70	175.00
09/02/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	1.00	250.00
09/06/22	Prep for Status Conference	Anthony Filer	250.00	0.10	25.00
09/07/22	Draft Class Settlement Agreement	Anthony Filer	250.00	2.10	525.00
09/08/22	Prep for Status Conference	Anthony Filer	250.00	0.30	75.00
09/09/22	Prep for Status Conference	Anthony Filer	250.00	1.80	450.00
09/11/22	Review Notice of Rulings	Anthony Filer	250.00	0.10	25.00
09/16/22	M/C with OC and finalize settlement	Andrea Fernandez	515.00	2.00	1,030.00
09/21/22	Notice of Rulings	Yesenia Villalba	145.00	0.50	72.50
09/21/22	Review Notice of Rulings	Anthony Filer	250.00	0.20	50.00
10/14/22	Drafted preliminary approval motion.	Armond Jackson	725.00	3.90	2,827.50
10/20/22	Review drafted Joint Statement	Anthony Filer	250.00	0.40	100.00
10/21/22	Review drafted Joint Statement	Anthony Filer	250.00	0.20	50.00
10/28/22	Prep for Status Conference	Anthony Filer	250.00	0.50	125.00
10/28/22	Review drafted Joint Statement	Anthony Filer	250.00	0.20	50.00

11/01/22	Prep for Status Conference	Anthony Filer	250.00	0.30	75.00
03/08/23	Correct Motion Re: Tentative	Anthony Filer	250.00	1.10	275.00
03/09/23	Follow up re: tentative rulings	Anthony Filer	250.00	0.10	25.00
03/14/23	Review Amendments to Settlement Agreement	Anthony Filer	250.00	0.10	25.00
03/20/23	Review emails: re tentative ruling	Anthony Filer	250.00	0.10	25.00
03/21/23	Review emails re: tentative ruling	Anthony Filer	250.00	0.10	25.00
04/20/23	Review amendment to settlement agreement	Anthony Filer	250.00	0.30	75.00
04/20/23	Notice of Rulings	Yesenia Villalba	145.00	1.00	145.00
05/09/23	Notice of Rulings	Yesenia Villalba	145.00	1.00	145.00
05/10/23	Drafted notice of rulings and revised proposed order.	Armond Jackson	725.00	0.90	652.50
05/10/23	Review Revised Proposed Order	Anthony Filer	250.00	0.10	25.00
05/15/23	Review emails re: preliminary approval	Anthony Filer	250.00	0.10	25.00
05/19/23	Review emails re: settlement documents	Anthony Filer	250.00	0.10	25.00
06/13/23	Review email re: administration timeline	Anthony Filer	250.00	0.10	25.00
06/23/23	Review email re: class data	Anthony Filer	250.00	0.10	25.00
07/19/23	Review email re: class data	Anthony Filer	250.00	0.10	25.00
08/08/23	Review email re: class data	Anthony Filer	250.00	0.10	25.00
08/14/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.10	25.00

08/17/23	Review emails re: class data	Anthony Filer	250.00	0.20	50.00
09/11/23	Review email re: new ILYM case manager	Anthony Filer	250.00	0.10	25.00
09/12/23	Draft Stipulation to Cont. MFA hearing	Anthony Filer	250.00	1.00	250.00
09/15/23	Review proposed timeline / notice forms	Anthony Filer	250.00	0.20	50.00
09/19/23	Review emails re: MFA hearing	Anthony Filer	250.00	0.30	75.00
09/29/23	Follow up re: Joint Stipulation / Prepare for MFA hearing	Anthony Filer	250.00	0.30	75.00
10/02/23	Prep for MFA hearing	Anthony Filer	250.00	0.20	50.00
10/03/23	Prep for MFA hearing	Anthony Filer	250.00	0.10	25.00
10/05/23	Review order re: MFA hearing	Anthony Filer	250.00	0.10	25.00
10/09/23	Review emails re: notice documents	Anthony Filer	250.00	0.20	50.00
10/10/23	Review emails re: revised notice	Anthony Filer	250.00	0.20	50.00
10/19/23	Review Notice report	Anthony Filer	250.00	0.10	25.00
10/23/23	Review email re: change of address	Anthony Filer	250.00	0.10	25.00
10/27/23	Review Notice Report	Anthony Filer	250.00	0.10	25.00
11/03/23	Review status report	Anthony Filer	250.00	0.10	25.00
11/09/23	Review Status Report	Anthony Filer	250.00	0.10	25.00
11/16/23	Review status report	Anthony Filer	250.00	0.10	25.00
11/17/23	Review emails re: Final Approval Hearing	Anthony Filer	250.00	0.10	25.00

12/07/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
12/15/23	Review weekly report / emails re: approval motion	Anthony Filer	250.00	0.30	75.00
12/19/23	Review declaration	Anthony Filer	250.00	0.30	75.00
12/29/23	Drafted and finalized final approval motion papers.	Armond Jackson	725.00	7.50	5,437.50
					\$32,890.50

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$32,890.50
Amount Paid:	(\$0.00)
Amount Due:	\$32,890.50

EXHIBIT G

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.