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23 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 24 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

25 AMEENA BROWN, individually, and on behalf  
 26 of all others similarly situated,

27 *Plaintiff,*

28 v.

29 HEY BUI LLC DBA REFORMATION, a  
 30 California limited liability company; and DOES  
 31 1 through 10, inclusive,

32 *Defendants.*

CASE NO. 22STCV40574

**JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE**

Dept Dept. 11  
Judge: Hon. David S. Cunningham III

Complaint Filed: December 28, 2022  
Trial Date: None Set

1                   **JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE**

2                   This Joint Stipulation of Settlement Agreement and Release (“Agreement”) is made by  
3 and between Plaintiff Ameena Brown (“Plaintiff”) and Hey Bui LLC dba Reformation  
4 (“Defendant”) (collectively, “Parties”).

5                   **1. DEFINITIONS**

6                   Unless otherwise defined herein, initial capitalized terms used in this Agreement shall  
7 have the meanings set forth below:

8                   1.1       “Action” means Plaintiff’s lawsuit alleging wage and hour violations against  
9 Defendant captioned *Ameena Brown v. Hey Bui LLC dba Reformation*, No. 22STCV40574,  
10 initiated on December 28, 2022 and pending in the Superior Court of the State of California,  
11 County of Los Angeles.

12                   1.2       “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the  
13 Parties have agreed to appoint to administer the Settlement.

14                   1.3       “Administration Expenses Payment” means the amount the Administrator will be  
15 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
16 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
17 with Preliminary Approval of the Settlement.

18                   1.4       “Aggrieved Employee(s)” means all current and former employees of Hey Bui  
19 LLC dba Reformation in California during the period December 28, 2021 through the date of  
20 preliminary approval of the settlement.

21                   1.5       “Class” means all current and former employees of Hey Bui LLC dba Reformation  
22 in California during the period July 3, 2018 through the date of preliminary approval of the  
23 settlement.

24                   1.6       “Class Counsel” means Justin F. Marquez, Christina M. Le, and Arsiné Grigoryan  
25 of Wilshire Law Firm.

26                   1.7       “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”  
27 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
28 expenses, respectively, incurred to prosecute the Action.

1           1.8     “Class Data” means Class Member identifying information in Defendant’s  
2 possession including the Class Member’s name, last-known mailing address, Social Security  
3 number, and number of Class Period Workweeks and PAGA Pay Periods.

4           1.9     “Class Member” or “Settlement Class Member” means a member of the Class, as  
5 either a Participating Class Member or Non-Participating Class Member (including a Non-  
6 Participating Class Member who qualifies as an Aggrieved Employee).

7           1.10    “Class Member Address Search” means the Administrator’s investigation and  
8 search for current Class Member mailing addresses using all reasonably available sources,  
9 methods and means including, but not limited to, the National Change of Address database, skip  
10 traces, and direct contact by the Administrator with Class Members.

11          1.11    “Class Notice” means the court-approved notice of class action settlement and  
12 hearing date for final court approval, to be mailed to Class Members in English in the form,  
13 without material variation, attached as Exhibit A and incorporated by reference into this  
14 Agreement.

15          1.12    “Class Period” means the period from July 3, 2018 through the date of preliminary  
16 approval of the settlement.

17          1.13    “Class Representative” means the named Plaintiff in the operative complaint in the  
18 Action seeking Court approval to serve as a Class Representative.

19          1.14    “Class Representative Service Payment” means the payment to the Class  
20 Representative for initiating the Action and providing services in support of the Action.

21          1.15    “Court” means the Superior Court of California, County of Los Angeles.

22          1.16    “Hey Bui” or “Defendant” means named Defendant Hey Bui LLC dba  
23 Reformation.

24          1.17    “Defense Counsel” means Leslie L. Abbott and Aja Nunn of Paul Hastings LLP.

25          1.18    “Effective Date” means the date by when both of the following have occurred:

26 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)

27 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the

28 last date on which a notice of appeal from the Judgment may be filed, and none is filed; and (b) if

1 a timely appeal from the Judgment is filed, the last of the following dates: (1) the last date by  
2 which a petition for review by the California Supreme Court of the California Court of Appeal's  
3 decision affirming the Judgment may be filed, and none is filed; (2) the last date by which a  
4 petition for a writ of certiorari to the United States Supreme Court of a decision by the California  
5 Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none  
6 is filed; and (3) if a petition for review by the California Supreme Court, or a petition for a writ of  
7 certiorari to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of  
8 Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest  
9 reviewing court renders its decision denying the petition (where the immediately lower court  
10 affirmed the Judgment) or affirming the Judgment.

11 1.19 "Final Approval" means the Court's order granting final approval of the  
12 Settlement.

13 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final  
14 Approval of the Settlement.

15 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final  
16 Approval of the Settlement.

17 1.22 "Gross Settlement Amount" means \$175,000.00 which is the total amount  
18 Defendant agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The  
19 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA  
20 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class  
21 Representative Service Payment and the Administrator's Expenses.

22 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share  
23 of the Net Settlement Amount calculated according to the number of Workweeks worked during  
24 the Class Period.

25 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of  
26 25% of the PAGA Penalties calculated according to the number of pay periods worked during the  
27 PAGA Period.

28 1.25 "Judgment" means the judgment entered by the Court based upon the Final

1 Approval.

2 1.26 “LWDA” means the California Labor and Workforce Development Agency.

3 1.27 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA  
4 under Labor Code section 2699, subdivision (i).

5 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following  
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
8 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
9 paid to Participating Class Members as Individual Class Payments.

10 1.29 “Non-Participating Class Member” means any Class Member who opts out of the  
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
13 worked for Defendant for at least one day during the PAGA Period.

14 1.31 “PAGA Period” means the period from December 28, 2021 through the date of  
15 preliminary approval of the settlement.

16 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

17 1.33 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing  
18 notice pursuant to Labor Code section 2699.3, subdivision (a).

19 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from  
20 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA  
21 in settlement of PAGA claims.

22 1.35 “Participating Class Member” means a Class Member who does not submit a valid  
23 and timely Request for Exclusion from the Settlement.

24 1.36 “Plaintiff” means Ameena Brown, the named plaintiff in the Action.

25 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval  
26 of the Settlement.

27 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary  
28 Approval of Class Action Settlement and Approval of PAGA Settlement.

1           1.39   “Released Class Claims” means the claims being released as described in  
2 Paragraph 5.2 below.

3           1.40   “Released PAGA Claims” means the claims being released as described in  
4 Paragraph 5.3 below.

5           1.41   “Released Parties” means Defendant and each of its former and present directors,  
6 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and any  
7 present and former parents, subsidiaries and affiliated companies or entities, and their respective  
8 officers, directors, employees, partners, shareholders and agents, and any other successors,  
9 assigns and legal representatives.

10          1.42   “Request for Exclusion” means a Class Member’s submission of a written request  
11 to be excluded from the Class Settlement signed by the Class Member.

12          1.43   “Response Deadline” means 60 days after the Administrator mails Notice to Class  
13 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)  
14 fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her,  
15 or their Objection to the Settlement. Class Members to whom Notice Packets are resent after  
16 having been returned undeliverable to the Administrator shall have an additional 14 calendar days  
17 beyond the Response Deadline has expired.

18          1.44   “Settlement” means the disposition of the Action effected by this Agreement and  
19 the Judgment.

20          1.45   “Workweek” means any week during which a Class Member worked for  
21 Defendant for at least one day, during the Class Period.

22   **2.    RECITALS.**

23          2.1    On December 28, 2022, Plaintiff commenced this Action by filing a Complaint.  
24 On April 20, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against  
25 Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime  
26 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)  
27 Failure to Timely Pay Final Wages; (6) Failure to Provide Accurate Itemized Wage Statements;  
28 (7) Failure to Indemnify Employees for Expenditures; (8) Unfair Business Practices under the

1 California Business & Professions Code; and (9) Civil Penalties under PAGA. The First  
2 Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).  
3 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with  
4 the laws identified in the Operative Complaint and denies any and all liability for the causes of  
5 action alleged.

6 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written  
7 notice to Defendant and the LWDA by sending the PAGA Notice.

8 2.3 On September 14, 2023, the Parties participated in an all-day mediation presided  
9 over by Jason Marsili of Marsili Mediation, which led to this Agreement to settle the Action.

10 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s  
11 personnel records, timekeeping records, payroll records and wage statements, applicable policies  
12 including handbooks applicable in the Class Period, applicable job descriptions, counts of current  
13 and former employees, workweeks and pay periods in the Class Period and PAGA Period, meal  
14 and rest period premiums paid, exemplar meal period waiver forms and expense reimbursement  
15 request form, employee average and median rates of pay, and a one-third random sample of class  
16 member timekeeping and payroll records. Plaintiff’s investigation was sufficient to satisfy the  
17 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th  
18 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130  
19 (“*Dunk/Kullar*”).

20 2.5 The Court has not granted class certification.

21 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware  
22 of any other pending matter or action asserting claims that will be extinguished or affected by the  
23 Settlement.

### 24 **3. MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
26 Defendant promises to pay \$175,000.00 and no more as the Gross Settlement Amount, and to  
27 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual  
28 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any

1 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator  
2 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class  
3 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the  
4 Gross Settlement Amount will revert to Defendant.

5 3.2 Payments from the Gross Settlement Amount. The Administrator will make and  
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
7 the Court in the Final Approval Order:

8 3.2.1 To Plaintiff: Class Representative Service Payment to the Class  
9 Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any  
10 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class  
11 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service  
12 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees  
13 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
14 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.  
15 If the Court approves a Class Representative Service Payment less than the amount requested, the  
16 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will  
17 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full  
18 responsibility and liability for employee taxes owed on the Class Representative Service  
19 Payment.

20 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%,  
21 which is currently estimated to be \$61,250.00, and a Class Counsel Litigation Expenses Payment  
22 of not more than \$15,000.00. Defendant will not oppose requests for these payments provided  
23 that they do not exceed these amounts. Plaintiff and Class Counsel will file a motion for Class  
24 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to  
25 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class  
26 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will  
27 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to  
28 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class



1 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator  
2 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or  
3 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on  
4 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds  
5 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any  
6 division or sharing of any of these Payments.

7           3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed  
8 \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the  
9 Administration Expenses are less or the Court approves payment less than \$15,000.00, the  
10 Administrator will retain the remainder in the Net Settlement Amount.

11           3.2.4 To Each Participating Class Member: An Individual Class Payment  
12 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
13 by all Participating Class Members during the Class Period, and (b) multiplying the result by each  
14 Participating Class Member's Workweeks.

15           3.2.4.1 Tax Allocation of Individual Class Payments. One-third of each  
16 Participating Class Member's Individual Class Payment will be allocated to  
17 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to  
18 tax withholding and will be reported on an IRS W-2 Form. Two-thirds of each  
19 Participating Class Member's Individual Class Payment will be allocated to  
20 settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
21 Non-Wage Portions are not subject to wage withholdings and will be reported on  
22 IRS 1099 Forms. Participating Class Members assume full responsibility and  
23 liability for any employee taxes owed on their Individual Class Payment.

24           3.2.4.2 Effect of Non-Participating Class Members on Calculation of  
25 Individual Class Payments. Non-Participating Class Members will not receive any  
26 Individual Class Payments. The Administrator will retain amounts equal to their  
27 Individual Class Payments in the Net Settlement Amount for distribution to  
28 Participating Class Members on a pro rata basis.

1                   3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the  
2 amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75%  
3 (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00)  
4 allocated to the Individual PAGA Payments.

5                   3.2.4.4 The Administrator will calculate each Individual PAGA Payment  
6 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA  
7 Penalties (\$2,500.00) by the total number of PAGA Period Pay Periods worked by  
8 all Aggrieved Employees during the PAGA Period, and (b) multiplying the result  
9 by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees  
10 assume full responsibility and liability for any taxes owed on their Individual  
11 PAGA Payment.

12                   3.2.4.5 If the Court approves PAGA Penalties of less than the amount  
13 requested, the Administrator will allocate the remainder to the Net Settlement  
14 Amount. The Administrator will report the Individual PAGA Payments on IRS  
15 1099 Forms.

#### 16 **4. SETTLEMENT FUNDING AND PAYMENTS.**

17                   4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on its records,  
18 Defendants estimated for the mediation data exchange that there were approximately (1) 442  
19 Class Members and 12,531 Total Workweeks during the Class Period, and (2) 171 Aggrieved  
20 Employees who worked 6,646 Pay Periods during the PAGA Period.

21                   4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of  
22 the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the  
23 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
24 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
25 of this Settlement and for no other purpose, and restrict access to the Class Data to the  
26 Administrator's employees who need access to the Class Data to effect and perform under this  
27 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers  
28 that the Class Data omitted class member identifying information and to provide corrected or

1 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by  
2 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will  
3 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
4 to missing or omitted Class Data.

5 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
6 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of  
7 payroll taxes by transmitting the funds to the Administrator no later than 14 days after the  
8 Effective Date.

9 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant  
10 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
11 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
12 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
13 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees  
14 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service  
15 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA  
16 Payments.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments  
18 and/or Individual PAGA Payments and send them to the Class Members via First Class  
19 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not  
20 less than 180 days after the date of mailing) when the check will be voided. The  
21 Administrator will cancel all checks not cashed by the void date. The Administrator will  
22 send checks for Individual Settlement Payments to all Participating Class Members  
23 (including those for whom Class Notice was returned undelivered). The Administrator  
24 will send checks for Individual PAGA Payments to all Aggrieved Employees including  
25 Non-Participating Class Members who qualify as Aggrieved Employees (including those  
26 for whom Class Notice was returned undelivered). The Administrator may send  
27 Participating Class Members a single check combining the Individual Class Payment and  
28 the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator

1 must update the recipients' mailing addresses using the National Change of Address  
2 Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all  
4 other Class Members whose checks are returned undelivered without a United States  
5 Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check  
6 the Administrator must re-mail checks to the USPS forwarding address provided or to an  
7 address ascertained through the Class Member Address Search. The Administrator need  
8 not take further steps to deliver checks to Class Members whose re-mailed checks are  
9 returned as undelivered. The Administrator shall promptly send a replacement check to  
10 any Class Member whose original check was lost or misplaced, requested by the Class  
11 Member prior to the void date.

12 4.4.3 For any Class Member whose Individual Class Payment check or  
13 Individual PAGA Payment check is uncashed and cancelled after the void date, the  
14 Administrator shall transmit the funds represented by such checks to the California  
15 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving  
16 no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384,  
17 subdivision (b).

18 4.4.4 The payment of Individual Class Payments and Individual PAGA  
19 Payments shall not obligate Defendant to confer any additional benefits or make any  
20 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond  
21 those specified in this Agreement.

22 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
23 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
24 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel  
25 will release claims against all Released Parties as follows:

26 5.1 Plaintiff's Release. Plaintiff, and her respective former and present spouses,  
27 representatives, agents, attorneys, heirs, administrators, successors and assigns, generally release  
28 and discharge Released Parties from all claims, transactions or occurrences including, but not

1 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
2 contained in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could  
3 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice,  
4 or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's  
5 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for  
6 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'  
7 compensation benefits that arose at any time, or based on occurrences outside the Class Period.  
8 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,  
9 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
10 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or  
11 additional facts or Plaintiff's discovery of them.

12           5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes  
13 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
14 and benefits, if any, of section 1542 of the Civil Code, which reads:

15 A general release does not extend to claims that the creditor or releasing party does not  
16 know or suspect to exist in his or her favor at the time of executing the release, and that if  
17 known by him or her would have materially affected his or her settlement with the debtor  
18 or Released Party.

19           5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All  
20 Participating Class Members, on behalf of themselves and their respective former and present  
21 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released  
22 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
23 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action,  
24 including any and all claims that Defendant failed to pay all wages due, including minimum  
25 wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the  
26 regular rate of pay; reimburse expenses; furnish accurate itemized wage statements; or pay all  
27 wages due to discharged and quitting employees. The released claims include but are not limited  
28 to claims for wages, statutory penalties, civil penalties, attorneys' fees and costs, interest, or other

1 relief brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512,  
2 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (PAGA), and 2802, California  
3 Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission  
4 Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members  
5 do not release any other claims, including claims for vested benefits, wrongful termination,  
6 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social  
7 security, workers' compensation or claims based on facts occurring outside the Class Period.

8       5.3     Release by Non-Participating Class Members Who Are Aggrieved Employees: All  
9 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on  
10 behalf of themselves and their respective former and present representatives, agents, attorneys,  
11 heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA  
12 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
13 facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the  
14 Action, including any and all claims for civil penalties based on claims that Defendant failed to  
15 pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay  
16 meal and rest period premiums at the regular rate of pay; reimburse expenses; furnish accurate  
17 itemized wage statements; or pay all wages due to discharged and quitting employees pursuant to  
18 California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,  
19 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (PAGA), and 2802, California Business and  
20 Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders.

21 **6.       MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a  
22 motion for preliminary approval ("Motion for Preliminary Approval") that complies with the  
23 Court's current checklist for Preliminary Approvals.

24       6.1     Plaintiff will prepare and deliver to Defense Counsel all documents necessary for  
25 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support,  
26 of the Motion for Preliminary Approval that includes an analysis of the Settlement under  
27 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699,  
28 subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval of Class Action

1 Settlement and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed  
2 declaration from the Administrator attaching its “not to exceed” bid for administering the  
3 Settlement and attesting to its willingness to serve; competency; operative procedures for  
4 protecting the security of Class Data; amounts of insurance coverage for any data breach,  
5 defalcation of funds or other misfeasance; and (v) a signed declaration from Class Counsel  
6 attesting to its competency to represent the Class Members; its timely transmission to the LWDA  
7 of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))),  
8 Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), and this Agreement (Lab. Code, § 2699,  
9 subd. (1)(2)).

10         6.2     Responsibilities of Counsel. Class Counsel is responsible for expeditiously  
11 finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full  
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
13 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary  
14 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the  
15 Administrator.

16         6.3     Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
17 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
19 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
20 Preliminary Approval or conditions Preliminary Approval on any material change to this  
21 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the  
22 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
23 otherwise satisfy the Court’s concerns.

## 24     **7.     SETTLEMENT ADMINISTRATION.**

25         7.1     Selection of Administrator. The Parties have jointly selected Apex to serve as the  
26 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this  
27 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
28 payment of Administration Expenses. The Parties and their Counsel represent that they have no

1 interest or relationship, financial or otherwise, with the Administrator other than a professional  
2 relationship arising out of prior experiences administering settlements.

3 7.2 Employer Identification Number. The Administrator shall have and use its own  
4 Employer Identification Number for purposes of calculating payroll tax withholdings and  
5 providing reports to state and federal tax authorities.

6 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
7 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation  
8 section 468B-1.

9 7.4 Notice to Class Members.

10 7.4.1 No later than three (3) business days after receipt of the Class Data, the  
11 Administrator shall notify Class Counsel that the list has been received and state the  
12 number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class  
13 Data.

14 7.4.2 Using best efforts to perform as soon as possible, and in no event later than  
15 14 days after receiving the Class Data, the Administrator will send to all Class Members  
16 identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the  
17 form attached to this Agreement as Exhibit A. The first page of the Class Notice shall  
18 prominently estimate the dollar amounts of any Individual Class Payment and/or  
19 Individual PAGA Payment payable to the Class Member, and the number of Workweeks  
20 and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing  
21 Class Notices, the Administrator shall update Class Member addresses using the National  
22 Change of Address database.

23 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class  
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
25 Notice using any forwarding address provided by the USPS. If the USPS does not provide  
26 a forwarding address, the Administrator shall conduct a Class Member Address Search,  
27 and re-mail the Class Notice to the most current address obtained. The Administrator has  
28



1 no obligation to make further attempts to locate or send Class Notice to Class Members  
2 whose Class Notice is returned by the USPS a second time.

3 7.4.4 The deadlines for Class Members' written objections, challenges to  
4 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional  
5 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members  
6 whose notice is re-mailed. The Administrator will inform the Class Member of the  
7 extended deadline with the re-mailed Class Notice.

8 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or  
9 otherwise discovers any persons who believe they should have been included in the Class  
10 Data and should have received Class Notice, the Parties will expeditiously meet and  
11 confer in person or by telephone, and in good faith, in an effort to agree on whether to  
12 include them as Class Members. If the Parties agree, such persons will be Class Members  
13 entitled to the same rights as other Class Members, and the Administrator will send, via  
14 email or overnight delivery, a Class Notice requiring them to exercise options under this  
15 Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the  
16 Class Notice, whichever are later.

17 7.5 Requests for Exclusion (Opt-Outs).

18 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the  
19 Class Settlement must send the Administrator, by fax, email, or mail, a signed written  
20 Request for Exclusion not later than 60 days after the Administrator mails the Class  
21 Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A  
22 Request for Exclusion is a letter from a Class Member or his/her/their representative that  
23 reasonably communicates the Class Member's election to be excluded from the Settlement  
24 and includes the Class Member's name, address and email address or telephone number.  
25 To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the  
26 Response Deadline.

27 7.5.2 The Administrator may not reject a Request for Exclusion as invalid  
28 because it fails to contain all the information specified in the Class Notice. The

1 Administrator shall accept any Request for Exclusion as valid if the Administrator can  
2 reasonably ascertain the identity of the person as a Class Member and the Class Member's  
3 desire to be excluded. The Administrator's determination shall be final and not appealable  
4 or otherwise susceptible to challenge. If the Administrator has reason to question the  
5 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
6 of the Class Member's identity. The Administrator's determination of authenticity shall be  
7 final and not appealable or otherwise susceptible to challenge.

8 7.5.3 Every Class Member who does not submit a timely and valid Request for  
9 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to  
10 all benefits and bound by all terms and conditions of the Settlement, including the  
11 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
12 regardless of whether the Participating Class Member actually receives the Class Notice  
13 or objects to the Settlement.

14 7.5.4 Every Class Member who submits a valid and timely Request for  
15 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class  
16 Payment or have the right to object to the class action components of the Settlement.  
17 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment,  
18 Non-Participating Class Members who are Aggrieved Employees are deemed to release  
19 the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual  
20 PAGA Payment.

21 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days  
22 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members  
23 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay  
24 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may  
25 challenge the allocation by communicating with the Administrator via fax, email or mail. The  
26 Administrator must encourage the challenging Class Member to submit supporting  
27 documentation. In the absence of any contrary documentation, the Administrator is entitled to  
28 presume that the Workweeks contained in the Class Notice are correct so long as they are

1 consistent with the Class Data. The Administrator's determination of each Class Member's  
2 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise  
3 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to  
4 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the  
5 Administrator's determination of the challenges.

6 7.7 Objections to Settlement.

7 7.7.1 Only Participating Class Members may object to the class action  
8 components of the Settlement and/or this Agreement, including contesting the fairness of  
9 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
10 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

11 7.7.2 Participating Class Members may send written objections to the  
12 Administrator, by fax, email or mail. In the alternative, Participating Class Members may  
13 appear in Court (or hire an attorney to appear in Court) to present oral objections at the  
14 Final Approval Hearing. A Participating Class Member who elects to send a written  
15 objection to the Administrator must do so not later than 60 days after the Administrator's  
16 mailing of the Class Notice (plus an additional 14 days for Class Members whose Class  
17 Notice was re-mailed).

18 7.7.3 Non-Participating Class Members have no right to object to any of the  
19 class action components of the Settlement.

20 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks  
21 to be performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
23 establish and maintain and use an internet website to post information of interest to Class  
24 Members including the date, time and location for the Final Approval Hearing and copies  
25 of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary  
26 Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel  
27 Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative  
28 Service Payment, the Final Approval and the Judgment. The Administrator will also

1 maintain and monitor an email address and a toll-free telephone number to receive Class  
2 Member calls, faxes and emails.

3 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
4 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
5 Not later than 5 days after the expiration of the deadline for submitting Requests for  
6 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the  
7 names and other identifying information of Class Members who have timely submitted  
8 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying  
9 information of Class Members who have submitted invalid Requests for Exclusion; (c)  
10 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

11 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
12 written reports to Class Counsel and Defense Counsel that, among other things, tally the  
13 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,  
14 Requests for Exclusion (whether valid or invalid) received, objections received,  
15 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed  
16 for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).

17 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the  
18 authority to address and make final decisions consistent with the terms of this Agreement  
19 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
20 The Administrator’s decision shall be final and not appealable or otherwise susceptible to  
21 challenge.

22 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by  
23 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
24 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration  
25 suitable for filing in Court attesting to its due diligence and compliance with all of its  
26 obligations under this Agreement, including, but not limited to, its mailing of Class  
27 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,  
28 attempts to locate Class Members, the total number of Requests for Exclusion from

1 Settlement it received (both valid or invalid), the number of written objections and attach  
2 the Exclusion List. The Administrator will supplement its declaration as needed or  
3 requested by the Parties and/or the Court. Class Counsel is responsible for filing the  
4 Administrator's declaration(s) in Court.

5 7.8.6 Final Report by Settlement Administrator. Within 10 days after the  
6 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will  
7 provide Class Counsel and Defense Counsel with a final report detailing its disbursements  
8 by employee identification number only of all payments made under this Agreement. At  
9 least 15 days before any deadline set by the Court, the Administrator will prepare, and  
10 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
11 Court attesting to its disbursement of all payments required under this Agreement. Class  
12 Counsel is responsible for filing the Administrator's declaration in Court.

13 **8. CLASS SIZE ESTIMATES.** Based on its records, Defendants estimated for the  
14 mediation data exchange that there were approximately (1) 442 Class Members and 12,531 Total  
15 Workweeks during the Class Period, and (2) 171 Aggrieved Employees who worked 6,646 Pay  
16 Periods during the PAGA Period.

17 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for  
18 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,  
19 Defendant may, but is not obligated, to withdraw from the Settlement. The Parties agree that, if  
20 Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever,  
21 and that neither Party will have any further obligation to perform under this Agreement; provided,  
22 however, Defendant will remain responsible for paying all Settlement Administration Expenses  
23 incurred to that point. Defendant must notify Class Counsel and the Court of its election to  
24 withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense  
25 Counsel; late elections will have no effect.

26 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
27 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement  
28 that includes a request for approval of the PAGA settlement under Labor Code section 2699,

1 subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion  
2 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not  
3 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense  
4 Counsel will expeditiously meet and confer in person, by email, or by telephone, and in good  
5 faith, to resolve any disagreements concerning the Motion for Final Approval.

6 10.1 Response to Objections. Each Party retains the right to respond to any objection  
7 raised by a Participating Class Member, including the right to file responsive documents in Court  
8 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
9 by the Court.

10 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
11 Approval on any material change to the Settlement (including, but not limited to, the scope of  
12 release to be granted by Class Members), the Parties will expeditiously work together in good  
13 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
14 Approval. The Court’s decision to award less than the amounts requested for the Class  
15 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
16 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material  
17 modification to the Agreement within the meaning of this paragraph.

18 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
19 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
20 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
21 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

22 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
24 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective  
25 counsel and all Participating Class Members who did not object to the Settlement as provided in  
26 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-  
27 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new  
28 trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the

1 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'  
2 obligations to perform under this Agreement will be suspended until such time as the appeal is  
3 finally resolved and the Judgment becomes final, except as to matters that do not affect the  
4 amount of the Net Settlement Amount.

5 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the  
6 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material  
7 modification of this Agreement (including, but not limited to, the scope of release to be granted  
8 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
9 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
10 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
11 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify  
12 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
13 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
14 as long as the Gross Settlement Amount remains unchanged.

15 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
16 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed  
17 amended judgment.

18 **12. ADDITIONAL PROVISIONS.**

19 12.1 No Admission of Liability, Class Certification or Representative Manageability for  
20 Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
21 claims. Nothing in this Agreement is intended or should be construed as an admission by  
22 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has  
23 any liability for any claims asserted; nor should it be intended or construed as an admission by  
24 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class  
25 certification and representative treatment is for purposes of this Settlement only. If for any reason  
26 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant  
27 reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
28 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class

1 certification on any grounds available and to contest Defendant's defenses. The Settlement, this  
2 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
3 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
4 Settlement and this Agreement).

5       12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant  
6 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of  
7 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause  
8 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement  
9 directly or indirectly, specifically or generally, to any person, corporation, association,  
10 government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all  
11 of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;  
12 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a  
13 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
14 government agency. Each Party agrees to immediately notify each other Party of any judicial or  
15 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant  
16 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
17 other communication, before the filing of the Motion for Preliminary Approval, with any third  
18 party regarding this Agreement or the matters giving rise to this Agreement except to respond  
19 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class  
20 Counsel's communications with Class Members in accordance with Class Counsel's ethical  
21 obligations owed to Class Members.

22       12.3 No Solicitation. The Parties separately agree that they and their respective counsel  
23 and employees will not solicit any Class Member to opt out of or object to the Settlement, or  
24 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
25 Counsel's ability to communicate with Class Members in accordance with Class Counsel's  
26 ethical obligations owed to Class Members.

27       12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
28 Agreement together with its attached exhibits shall constitute the entire agreement between the



1 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
2 covenants or inducements made to or by any Party.

3       12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
4 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all  
5 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to  
6 effectuate its terms, and to execute any other documents reasonably required to effectuate the  
7 terms of this Agreement including any amendments to this Agreement.

8       12.6 Cooperation. The Parties and their counsel will cooperate with each other and use  
9 their best efforts, in good faith, to implement the Settlement by, among other things, modifying  
10 the Settlement Agreement, submitting supplemental evidence and supplementing points and  
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or  
12 content of any document necessary to implement the Settlement, or on any modification of the  
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
14 assistance of a mediator and/or the Court for resolution.

15       12.7 No Prior Assignments. The Parties separately represent and warrant that they have  
16 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or  
17 encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
18 action or right released and discharged by the Party in this Settlement.

19       12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel  
20 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
21 relied upon as such within the meaning of United States Treasury Department Circular 230 (31  
22 CFR Part 10, as amended) or otherwise.

23       12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
24 modified, changed or waived only by an express written instrument signed by all Parties or their  
25 representatives and approved by the Court.

26       12.10 Agreement Binding on Successors. This Agreement will be binding upon, and  
27 inure to the benefit of, the successors of each of the Parties.  
28

1           12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will  
2 be governed by and interpreted according to the internal laws of the State of California, without  
3 regard to conflict of law principles.

4           12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and  
5 preparation of this Agreement. This Agreement will not be construed against any Party on the  
6 basis that the Party was the drafter or participated in the drafting.

7           12.13 Confidentiality. To the extent permitted by law, all agreements made and orders  
8 entered during the Action and in this Agreement relating to the confidentiality of information  
9 shall survive the execution of this Agreement.

10           12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to  
11 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class  
12 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in  
13 connection with the Settlement, may be used only with respect to this Settlement, and no other  
14 purpose, and may not be used in any way that violates any existing contractual agreement, statute  
15 or California Rules of Court rule. Not later than 90 days after the date when the Court discharges  
16 the Administrator's obligation to provide a Declaration confirming the final pay out of all  
17 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received  
18 from Defendant unless, prior to the Court's discharge of the Administrator's obligation,  
19 Defendant makes a written request to Class Counsel for the return, rather than the destruction, of  
20 Class Data.

21           12.15 Headings. The descriptive heading of any section or paragraph of this Agreement  
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23           12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement  
24 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
25 weekend or federal legal holiday, such date or deadline shall be on the first business day  
26 thereafter.

27           12.17 Notice. All notices, demands or other communications between the Parties in  
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

1 third business day after mailing by United States mail, or the day sent by email or messenger,  
2 addressed as follows:

3 To Plaintiff:  
4 WILSHIRE LAW FIRM  
5 JUSTIN F. MARQUEZ  
6 justin@wilshirelawfirm.com  
7 CHRISTINA M. LE  
8 cle@wilshirelawfirm.com  
9 ARSINÉ GRIGORYAN  
10 agrigoryan@wilshirelawfirm.com  
11 3055 Wilshire Blvd., 12th Floor  
12 Los Angeles, California 90010  
13 Telephone: (213) 784-3030  
14 Facsimile: (213) 381-9989

15 To Defendant:  
16 PAUL HASTINGS LLP  
17 LESLIE L. ABBOTT  
18 leslieabbott@paulhastings.com  
19 AJA NUNN  
20 ajanunn@paulhastings.com  
21 515 South Flower Street  
22 25<sup>th</sup> Floor  
23 Los Angeles, CA 90071-2228  
24 Telephone: (213) 683-6000  
25 Facsimile: (213) 627-0705

26 12.18 Execution in Counterparts. This Agreement may be executed in one or more  
27 counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this  
28 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
deemed to be one and the same instrument if counsel for the Parties will exchange between  
themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
the existence and contents of this Agreement.

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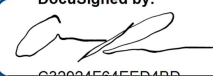
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12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12/19/2023

Date

DocuSigned by:  


Plaintiff Ameena Brown

Date

For Defendant  
Hey Bui LLC dba Reformation

December 19, 2023

Date

  
Counsel for Plaintiff and the Class

Date

Counsel for Defendant

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12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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Date

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Plaintiff Ameena Brown

12/20/2023

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Date

DocuSigned by:  
*Hali Bornstein*

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For Defendant

Hey Bui LLC dba Reformation

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Date

\_\_\_\_\_

Counsel for Plaintiff and the Class

12/21/23

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*Rechie Abbott*

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Counsel for Defendant

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**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL  
*Ameena Brown v. Hey Bui LLC dba Reformation*  
Los Angeles Superior Court Case No. 22STCV40574**

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hey Bui LLC dba Reformation (“Hey Bui” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Ameena Brown (“Plaintiff”) and seeks payment of (1) back wages for a class of hourly store employees (“Class Members”) who worked for Defendant during the Class Period July 3, 2018 through [the date of preliminary approval of the settlement]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period December 28, 2021 (“Aggrieved Employees”) through [the date of preliminary approval of the settlement].

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked \_\_\_\_\_ workweeks during the Class Period and you worked \_\_\_\_\_ pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this  
2 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are  
3 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have  
4 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to  
5 finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and  
6 Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment  
7 that requires Defendant to make payments under the Settlement and requires Class Members and  
8 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

9 If you worked for Defendant during the Class Period and/or the PAGA Period, you have  
10 two basic options under the Settlement:

11 (1) Do Nothing. You don’t have to do anything to participate in the proposed  
12 Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.  
13 As a Participating Class Member, though, you will give up your right to assert Class Period wage-  
14 and-hour claims and PAGA Period penalty claims against Defendant.

15 (2) Opt-Out of the Class Settlement. You can exclude yourself from the Class  
16 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the  
17 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual  
18 Class Payment. You will, however, preserve your right to personally pursue Class Period wage  
19 claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an  
20 Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

21 Defendant will not retaliate against you for any actions you take with respect to the  
22 proposed Settlement.

23 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p>24 <b>You Don’t Have to Do Anything to</b> 25 <b>Participate in the Settlement</b></p>	<p>26 If you do nothing, you will be a Participating 27 Class Member, eligible for an Individual Class 28 Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage-and-hour claims against Defendant that are covered by this Settlement (Released Claims).</p>
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number</p>



Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by \_\_\_\_\_. See Section 4 of this Notice.

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6 **1. WHAT IS THE ACTION ABOUT?**

7 Plaintiff is a former hourly employee of Defendant. The Action accuses Defendant of  
8 violating California labor laws by failing to pay all wages due, including minimum wages and  
9 overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of  
10 pay; reimburse expenses; furnish accurate itemized wage statements; or pay all wages due to  
11 discharged and quitting employees. Based on the same claims, Plaintiff has also asserted a claim  
12 for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.)  
13 ("PAGA"). Plaintiff is represented by attorneys in the Action: WILSHIRE LAW FIRM, and  
14 JUSTIN F. MARQUEZ, CHRISTINA M. LE, and ARSINÉ GRIGORYAN ("Class Counsel").  
15 Defendant strongly denies violating any laws or failing to pay any wages and contends it  
16 complied with all applicable laws.

17 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

18 So far, the Court has made no determination whether Defendant or Plaintiff is correct on  
19 the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an  
20 effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather  
21 than continuing the expensive and time-consuming process of litigation. The negotiations were  
22 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to  
23 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,  
24 Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final  
25 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By  
26 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

27 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because  
28 they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount

1 considering the strength of the claims and the risks and uncertainties of continued litigation; and  
2 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court  
3 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this  
4 Notice, and scheduled a hearing to determine Final Approval.

5 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

6 1. Defendant Will Pay \$175,000.00 as the Gross Settlement Amount (Gross  
7 Settlement). Defendant has agreed to deposit the Gross Settlement into an account  
8 controlled by the Administrator of the Settlement. The Administrator will use the  
9 Gross Settlement to pay the Individual Class Payments, Individual PAGA  
10 Payments, Class Representative Service Payment, Class Counsel's attorneys' fees  
11 and expenses, the Administrator's expenses, and penalties to be paid to the  
12 California Labor and Workforce Development Agency ("LWDA"). Assuming the  
13 Court grants Final Approval, Defendant will fund the Gross Settlement not more  
14 than 14 days after the Judgment entered by the Court become final. The Judgment  
15 will be final on the date the Court enters Judgment and the period to appeal is  
16 exhausted with no appeal filed by anyone, or any appeal that is filed is decided by  
17 the highest reviewing court, whichever is later.

18 2. Court Approved Deductions from Gross Settlement. At the Final Approval  
19 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following  
20 deductions from the Gross Settlement, the amounts of which will be decided by  
21 the Court at the Final Approval Hearing:

22 A. Up to \$61,250.00 (35%) of the Gross Settlement to Class Counsel for  
23 attorneys' fees and up to \$\_\_\_\_\_ for their litigation expenses. To date,  
24 Class Counsel have worked and incurred expenses on the Action without  
25 payment.

26 B. Up to \$7,500.00 as a Class Representative Award for filing the Action,  
27 working with Class Counsel and representing the Class. A Class  
28 Representative Award will be the only monies Plaintiff will receive other

1 than Plaintiff's Individual Class Payment and any Individual PAGA  
2 Payment.

3 C. Up to \$15,000.00 to the Administrator for services administering the  
4 Settlement.

5 D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA  
6 Payment and 25% in Individual PAGA Payments to the Aggrieved  
7 Employees based on their PAGA Period Pay Periods.

8 Participating Class Members have the right to object to any of these deductions. The Court  
9 will consider all objections.

10 3. Net Settlement Distributed to Class Members. After making the above deductions  
11 in amounts approved by the Court, the Administrator will distribute the rest of the  
12 Gross Settlement (the "Net Settlement") by making Individual Class Payments to  
13 Participating Class Members based on their Class Period Workweeks.

14 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking  
15 the Court to approve an allocation of one-third of each Individual Class Payment  
16 to taxable wages ("Wage Portion") and two-thirds to interest and penalties ("Non-  
17 Wage Portion"). The Wage Portion is subject to withholdings and will be reported  
18 on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes  
19 on the Wage Portion. The Individual PAGA Payments are counted as penalties  
20 rather than wages for tax purposes. The Administrator will report the Individual  
21 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on  
22 IRS 1099 Forms.

23 Although Plaintiff and Defendant have agreed to these allocations, neither side is  
24 giving you any advice on whether your Payments are taxable or how much you  
25 might owe in taxes. You are responsible for paying all taxes (including penalties  
26 and interest on back taxes) on any Payments received from the proposed  
27 Settlement. You should consult a tax advisor if you have any questions about the  
28 tax consequences of the proposed Settlement.

- 1           5.     Need to Promptly Cash Payment Checks. The front of every check issued for  
2           Individual Class Payments and Individual PAGA Payments will show the date  
3           when the check expires (the void date). If you don't cash it by the void date, your  
4           check will be automatically cancelled, and the monies will be deposited with the  
5           California Controller's Unclaimed Property Fund in your name. You should  
6           consult the rules of the Fund for instructions on how to retrieve your money.
- 7           6.     Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated  
8           as a Participating Class Member, participating fully in the Class Settlement, unless  
9           you notify the Administrator in writing, not later than \_\_\_\_\_, that you  
10          wish to opt-out. The easiest way to notify the Administrator is to send a written  
11          and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The  
12          Request for Exclusion should be a letter from a Class Member or his/her/their  
13          representative setting forth a Class Member's name, present address, telephone  
14          number, and a simple statement electing to be excluded from the Settlement.  
15          Excluded Class Members (i.e., Non-Participating Class Members) will not receive  
16          Individual Class Payments, but will preserve their rights to personally pursue wage  
17          and hour claims against Defendant.
- 18          You cannot opt-out of the PAGA portion of the Settlement. Class Members who  
19          exclude themselves from the Class Settlement (Non-Participating Class Members)  
20          remain eligible for Individual PAGA Payments and are required to give up their  
21          right to assert PAGA claims against Defendant based on the PAGA Period facts  
22          alleged in the Action.
- 23          7.     The Proposed Settlement Will be Void if the Court Denies Final Approval. It is  
24          possible the Court will decline to grant Final Approval of the Settlement or decline  
25          to enter a Judgment. It is also possible the Court will enter a Judgment that is  
26          reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the  
27          Settlement will be void: Defendant will not pay any money and Class Members  
28          will not release any claims against Defendant.

1           8.     Administrator. The Court has appointed a neutral company, Apex Class Action  
2                    LLC (the “Administrator”) to send this Notice, calculate and make payments, and  
3                    process Class Members’ Requests for Exclusion. The Administrator will also  
4                    decide Class Member Challenges over Workweeks, mail and re- mail settlement  
5                    checks and tax forms, and perform other tasks necessary to administer the  
6                    Settlement. The Administrator’s contact information is contained in Section 9 of  
7                    this Notice.

8           9.     Participating Class Members’ Release. After the Judgment is final and Defendant  
9                    has fully funded the Gross Settlement and separately paid all employer payroll  
10                   taxes, Participating Class Members will be legally barred from asserting any of the  
11                   claims released under the Settlement. This means that unless you opted out by  
12                   validly excluding yourself from the Class Settlement, you cannot sue, continue to  
13                   sue or be part of any other lawsuit against Defendant or related entities for wages  
14                   based on the Class Period facts and PAGA penalties based on PAGA Period facts,  
15                   as alleged in the Action and resolved by this Settlement.

16           The Participating Class Members will be bound by the following release:

17                   All Participating Class Members, on behalf of themselves and their  
18                   respective former and present representatives, agents, attorneys, heirs,  
19                   administrators, successors and assigns, release Released Parties from (i) all  
20                   claims that were alleged, or reasonably could have been alleged, based on  
21                   the Class Period facts stated in the Operative Complaint and ascertained in  
22                   the course of the Action, including any and all claims that Defendant failed  
23                   to pay all wages due, including minimum wages and overtime; provide  
24                   meal and rest periods; pay meal and rest period premiums at the regular  
25                   rate of pay; reimburse expenses; furnish accurate itemized wage  
26                   statements; or pay all wages due to discharged and quitting employees.  
27                   The released claims include but are not limited to claims brought under  
28                   California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512,

1 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq.  
2 (PAGA), and 2802, California Business and Professions Code sections  
3 17200-17208, and the Industrial Welfare Commission Wage Orders. Such  
4 claims include claims for wages, statutory penalties, civil penalties, or  
5 other relief under the California Labor Code, including PAGA; relief from  
6 unfair competition under California Business and Professions Code section  
7 17200 et seq.; attorneys' fees and costs; and interest. Except as set forth in  
8 Paragraph 10 below, Participating Class Members do not release any other  
9 claims, including claims for vested benefits, wrongful termination,  
10 violation of the Fair Employment and Housing Act, unemployment  
11 insurance, disability, social security, workers' compensation or claims  
12 based on facts occurring outside the Class Period.

- 13 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and  
14 Defendant has paid the Gross Settlement (and separately paid the employer-side  
15 payroll taxes), all Aggrieved Employees will be barred from asserting PAGA  
16 claims against Defendant, whether or not they exclude themselves from the  
17 Settlement. This means that all Aggrieved Employees, including those who are  
18 Participating Class Members and those who opt-out of the Class Settlement,  
19 cannot sue, continue to sue or participate in any other PAGA claim against  
20 Defendant or its related entities based on the PAGA Period facts alleged in the  
21 Action and resolved by this Settlement.  
22 The Aggrieved Employees' Releases for Participating and Non-Participating Class  
23 Members are as follows:

24 All Non-Participating Class Members who are Aggrieved Employees are  
25 deemed to release, on behalf of themselves and their respective former and  
26 present representatives, agents, attorneys, heirs, administrators, successors  
27 and assigns, the Released Parties from all claims for PAGA penalties that  
28 were alleged, or reasonably could have been alleged, based on the PAGA

1 Period facts stated in the Operative Complaint, the PAGA Notice, and  
2 ascertained in the course of the Action, including any and all claims for  
3 civil penalties based on claims that Defendant failed to pay all wages due,  
4 including minimum wages and overtime; provide meal and rest periods;  
5 pay meal and rest period premiums at the regular rate of pay; reimburse  
6 expenses; furnish accurate itemized wage statements; or pay all wages due  
7 to discharged and quitting employees pursuant to California Labor Code  
8 sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,  
9 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (PAGA), and 2802,  
10 California Business and Professions Code sections 17200-17208, and the  
11 Industrial Welfare Commission Wage Order.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 13 1. Individual Class Payments. The Administrator will calculate Individual Class  
14 Payments by (a) dividing the Net Settlement Amount by the total number of  
15 Workweeks worked by all Participating Class Members, and (b) multiplying the  
16 result by the number of Workweeks worked by each individual Participating Class  
17 Member.
- 18 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA  
19 Payments by (a) dividing \$ \_\_\_\_\_ by the total number of PAGA Pay  
20 Periods worked by all Aggrieved Employees and (b) multiplying the result by the  
21 number of PAGA Period Pay Periods worked by each individual Aggrieved  
22 Employee.
- 23 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked  
24 during the Class Period and the number of PAGA Pay Periods you worked during  
25 the PAGA Period, as recorded in Defendant's records, are stated in the first page  
26 of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks  
27 and/or Pay Periods credited to you. You can submit your challenge by signing and  
28

1 sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice  
2 has the Administrator's contact information.

3 You need to support your challenge by sending copies of pay stubs or other  
4 records. The Administrator will accept Defendant's calculation of Workweeks  
5 and/or Pay Periods based on Defendant's records as accurate unless you send  
6 copies of records containing contrary information. You should send copies rather  
7 than originals because the documents will not be returned to you. The  
8 Administrator will resolve Workweek and/or Pay Period challenges based on your  
9 submission and on input from Class Counsel (who will advocate on behalf of  
10 Participating Class Members) and Defendant's Counsel. The Administrator's  
11 decision is final. You can't appeal or otherwise challenge its final decision.

12 **5. HOW WILL I GET PAID?**

- 13 1. Participating Class Members. The Administrator will send, by U.S. mail, a single  
14 check to every Participating Class Member (i.e., every Class Member who doesn't  
15 opt-out) including those who also qualify as Aggrieved Employees. The single  
16 check will combine the Individual Class Payment and the Individual PAGA  
17 Payment.
- 18 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a  
19 single Individual PAGA Payment check to every Aggrieved Employee who opts  
20 out of the Class Settlement (i.e., every Non-Participating Class Member).

21 **Your check will be sent to the same address as this Notice. If you change your**  
22 **address, be sure to notify the Administrator as soon as possible. Section 9 of**  
23 **this Notice has the Administrator's contact information.**

24 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

25 Submit a written and signed letter with your name, present address, telephone number and  
26 a simple statement that you do not want to participate in the Settlement. The  
27 Administrator will exclude you based on any writing communicating your request be  
28 excluded. Be sure to personally sign your request, identify the Action as Ameena Brown



1 v. Hey Bui LLC dba Reformation, Los Angeles Superior Court Case No. 22STCV40574,  
2 and include your identifying information (full name, address, telephone number,  
3 approximate dates of employment and social security number for verification purposes).  
4 You must make the request yourself. If someone else makes the request for you, it will not  
5 be valid. The Administrator must be sent your request to be excluded by \_\_\_\_\_, or  
6 it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

8 Only Participating Class Members have the right to object to the Settlement. Before  
9 deciding whether to object, you may wish to see what Plaintiff and Defendant are asking  
10 the Court to approve. At least \_\_\_\_\_ days before the \_\_\_\_\_ Final  
11 Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final  
12 Approval that includes, among other things, the reasons why the proposed Settlement is  
13 fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the  
14 amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the  
15 amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable  
16 request, Class Counsel (whose contact information is in Section 9 of this Notice) will send  
17 you copies of these documents at no cost to you. You can also view them on the  
18 Administrator's Website \_\_\_\_\_ (url) \_\_\_\_\_ or the Court's website \_\_\_\_\_ (url) \_\_\_\_\_.  
19 A Participating Class Member who disagrees with any aspect of the Agreement, the  
20 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service  
21 Award may wish to object, for example, that the proposed Settlement is unfair, or that the  
22 amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for  
23 sending written objections to the Administrator is \_\_\_\_\_. Be sure to tell the  
24 Administrator what you object to, why you object and any facts that support your  
25 objection. Make sure you identify the Action \_\_\_\_\_ and  
26 include your name, current address, telephone number and approximate dates of  
27 employment for Defendant and sign the objection. Section 9 of this Notice has the  
28 Administrator's contact information.

1 Alternatively, a Participating Class Member can object (or personally retain a lawyer to  
2 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)  
3 should be ready to tell the Court what you object to, why you object, and any facts that  
4 support your objection. See Section 8 of this Notice (immediately below) for specifics  
5 regarding the Final Approval Hearing.

6 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

7 You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_  
8 at \_\_\_(time)\_\_\_ in Department \_\_\_ of the Los Angeles Superior Court, located at 312 North  
9 Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant  
10 Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class  
11 Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class  
12 Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to  
13 attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check  
14 the Court's website for the most current information.

15 It's possible the Court will reschedule the Final Approval Hearing. You should check the  
16 Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to  
17 verify the date and time of the Final Approval Hearing.

18 **9. HOW CAN I GET MORE INFORMATION?**

19 The Agreement sets forth everything Defendant and Plaintiff have promised to do under  
20 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
21 Settlement documents is to go to \_\_\_(specify entity)\_\_\_ website at \_\_\_(url)\_\_\_\_. You can  
22 also telephone or send an email to Class Counsel or the Administrator using the contact  
23 information listed below, or consult the Superior Court website by going to  
24 (<http://www.lacourt.org/casesummary/ui/index.aspx>) [confirm] and entering the Case Number for  
25 the Action, Case No. 22STCV40574. You can also make an appointment to personally review  
26 court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

27 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**  
28 **ABOUT THE SETTLEMENT.**

1 Class Counsel:  
 2 WILSHIRE LAW FIRM  
 3 JUSTIN F. MARQUEZ  
 4 justin@wilshirelawfirm.com  
 5 CHRISTINA M. LE  
 6 cle@wilshirelawfirm.com  
 7 ARSINÉ GRIGORYAN  
 8 agrigoryan@wilshirelawfirm.com  
 9 3055 Wilshire Blvd., 12th Floor  
 10 Los Angeles, California 90010  
 11 Telephone: (213) 381-9988  
 12 Facsimile: (213) 381-9989

13 Settlement Administrator:  
 14 Name of Company:  
 15 Email Address:  
 16 Mailing Address:  
 17 Telephone:  
 18 Fax Number:

19 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

20 If you lose or misplace your settlement check before cashing it, the Administrator will  
 21 replace it as long as you request a replacement before the void date on the face of the original  
 22 check. If your check is already void you should consult the Unclaimed Property Fund for  
 23 instructions on how to retrieve the funds.

24 **11. WHAT IF I CHANGE MY ADDRESS?**

25 To receive your check, you should immediately notify the Administrator if you move or  
 26 otherwise change your mailing address.

27 LEGAL\_US\_W # 118495501.1

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