

Justin F. Marquez (SBN 262417)
justin.marquez@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
arsine.grigoryan@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC 3055
Wilshire Boulevard, 12th Floor Los
Angeles, California 90010 Telephone:
(213) 381-9988 Facsimile: (213) 381-9989

Attorneys for Plaintiff and the Class

FILED
Superior Court of California
County of Los Angeles
12/04/2024

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

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

Defendants

Case No. 22STCV40574

CLASS ACTION

*[Assigned for all purposes to Hon. David S.
Cunningham, Dept. 11]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 21, 2024
Time: 9:00 a.m.
Dept.: 11

1 On or around June 13, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Ameena Brown (“Plaintiff”) now seeks an order granting final
3 approval of the Joint Stipulation of Settlement Agreement and Release (“Settlement”), attached to
4 the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class
5 Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the proposed settlement,
10 and having reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendant Hey Bui LLC dba Reformation (“Defendant”).

16 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
17 reasonable and therefore meets the requirements for final approval. The Court grants final approval
18 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
19 Agreement between Plaintiff and Defendant, attached to the Declaration of Justin F. Marquez in
20 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

21 4. The Court finds that the Settlement appears to have been made and entered into in
22 good faith and hereby approves the settlement subject to the limitations on the requested fees and
23 enhancements as set forth below.

24 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
25 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
26 from all Released Claims as defined in the Settlement.

27 6. All Participating Class Members, on behalf of themselves and their respective
28 former and present spouses, family members, representatives, agents, attorneys, heirs,

1 administrators, successors, and assigns, release Released Parties from (i) all claims that were
2 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
3 Operative Complaint and ascertained in the course of the Action including any and all claims that
4 Defendant failed to pay all wages due, including minimum wages and overtime; provide meal and
5 rest periods; pay meal and rest period premiums at the regular rate of pay; reimburse expenses;
6 furnish accurate itemized wage statements; or pay all wages due to discharged or quitting
7 employees. The released claims include but are not limited to claims for wages, statutory penalties,
8 civil penalties, attorneys' fees and costs, interest, or other relief brought under California Labor
9 Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
10 1197.1, 1198, 2698 et seq. (PAGA), and 2802, and California Business and Professions Code
11 sections 17200-17208, and the Industrial Welfare Commission Wage Orders. Except as set forth
12 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
13 including claims for vested benefit, wrongful termination, violation of the Fair Employment and
14 Housing Act, unemployment insurance, disability, social security, workers' compensation or
15 claims based on facts occurring outside the Class Period.

16 7. All Non-Participating Class Members who are Aggrieved Employees are deemed to
17 release, on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
20 facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the
21 Action, including any and all claims for civil penalties based on claims that Defendant failed to pay
22 all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and
23 rest period premiums at the regular rate of pay; reimburse expenses; furnish accurate itemized wage
24 statements; or pay all wages due to discharged and quitting employees pursuant to California Labor
25 Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1198, 2698 et seq. (PAGA), and 2802, California Business and Professions Code sections
27 17200-17208, and the Industrial Welfare Commission Wage Orders.

28 ///

1 8. As of the Effective Date, all members of the Settlement Class, except those that made
2 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
3 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
4 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
5 Member has objected to the Settlement and no Class Member has submitted a request for exclusion.

6 9. The Parties shall bear their own respective attorneys' fees and costs, except as
7 otherwise provided for in the Settlement and approved by the Court.

8 10. Solely for purposes of effectuating the settlement, the Court finally certified the
9 following Class: "all current and former employees of Hey Bui LLC dba Reformation in California
10 during the period July 3, 2018 through the date of preliminary approval of the settlement."

11 11. The Class Period means the period from July 3, 2018 through the date of preliminary
12 approval of the settlement.

13 12. No Class Members have objected to the terms of the Settlement.

14 13. The Notice provided to the Class conforms with the requirements of California Rules
15 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
16 providing individual notice to all Class Members who could be identified through reasonable effort,
17 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
18 the Class Members. The Notice fully satisfies the requirements of due process.

19 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
20 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
21 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
22 Payments to the Participating Class Members in accordance with the terms of the Settlement.

23 15. Defendant shall pay a total of \$175,000.00 to resolve this litigation and to separately
24 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

25 16. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
26 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
27 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
28 2004, California Labor Code section 2698, *et seq.*

1 17. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff for her service
2 as class representatives and for her agreement to release claims.

3 18. From the Gross Settlement Amount, \$10,990.00 shall be paid to the Settlement
4 Administrator, Apex Class Action LLC (“Apex”).

5 19. The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law
6 Firm, PLC as Class Counsel.

7 20. From the Gross Settlement Amount, Class Counsel is awarded \$58,333.33 for their
8 reasonable attorneys’ fees and ~~\$13,707.06~~ ^{AFHC’s fee} for their reasonable costs incurred in the Action. The fees
9 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
10 the fees are reasonable in light of the benefit provided to the Class.


11 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
12 Members by posting a copy of the Final Approval Order and the Judgment on Apex’s website for a
13 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
14 Judgment.

15 22. Without affecting the finality of this Order in any way, this Court retains continuing
16 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
17 to all Parties to this action, and their counsel of record.

18 23. Plaintiff’s Motion for Final Approval of Class Action Settlement is hereby granted
19 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

20 **IT IS SO ORDERED.**

21
22 DATE: 12/04/2024

23 
24 _____
25 Hon. David S. Cunningham
26 Los Angeles County Superior Court

PROOF OF SERVICE

Ameena Brown v. Hey Bui LLC DBA Reformation, et al.
22STCV40574

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is sandy.sespene@wilshirelawfirm.com.

On November 21, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by the following methods of service:

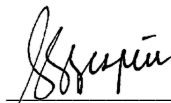
Leslie L. Abbott (SBN 155597)
Leslieabbott@paulhastings.com
Aja S. Nunn (SBN 347676)
ajanunn@paulhastings.com
Irma Gamino
irmagamino@paulhastings.com
PAUL HASTINGS LLP
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, CA 90071
Telephone: (213) 683-6000
Facsimile: (213) 996-3310

Attorneys for Defendant, Hey Bui LLC DBA Reformation

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on November 21, 2024, at Los Angeles, California.



Sandy S. Sespene