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**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]*

**DECLARATION OF JUSTIN F. MARQUEZ
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Ameena
Brown; and [Proposed] Order Granting
Motion]*

PRELIMINARY APPROVAL HEARING

Date: March 18, 2024

Time: 11:00 a.m.

Dept: 11

Complaint filed: December 28, 2022

FAC filed: April 20, 2023

Trial date: Not set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Ameena Brown (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and putative class members worked in California as hourly-paid or non-exempt employees for Defendant Hey Bui LLC dba Reformation (“Defendant”) during the class period. Defendant Hey Bui LLC dba Reformation is based in Los Angeles and produces women’s clothing with a focus on sustainable practices.

4. On December 28, 2022, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to provide accurate itemized wage statements (Labor Code § 226); (6) failure to timely pay final wages at termination (Labor Code §§ 201-203); (7) failure to indemnify employees for expenditures (Labor Code § 2802); (8)

1 failure to produce requested employment records (Cal. Lab. Code §§ 226 and 1198.5); and (9)
2 unfair business practices (Business and Professions Code 17200 et seq.). On April 20, 2023,
3 Plaintiff filed a First Amended Complaint against Defendant adding claims for civil penalties under
4 Private Attorneys General Act “PAGA” (Labor Code §§ 2698, *et seq.*) and removing the cause of
5 action for failure to produce requested employment records. Plaintiff sent a notice to Defendant
6 and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage
7 and hour violations pursuant to the PAGA (Cal. Lab. Code §§ 2699, *et seq.*) on January 13, 2023.
8 Attached as **Exhibit 6** is a copy of the notice. Defendant denied and continues to deny all of
9 Plaintiff’s claims and has asserted numerous defenses.

10 DISCOVERY AND INVESTIGATION

11 5. Following the filing of the Complaint, the Parties exchanged documents and
12 information before mediating this action. Defendant produced a sample of time and pay records
13 for class members. Defendant also provided documents of its wage and hour policies and practices
14 during the class period, and information regarding the total number of current and former
15 employees in its informal discovery responses.

16 6. After reviewing documents regarding Defendant’s wage and hour policies and
17 practices, and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to
18 evaluate the probability of class certification, success on the merits, and Defendant’s maximum
19 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding
20 the claims and defenses asserted in the Litigation. Class Counsel reviewed these records and
21 utilized an expert to prepare a damages analysis prior to mediation.

22 SETTLEMENT NEGOTIATIONS

23 7. On September 14, 2023, the Parties participated in private mediation with
24 experienced class action mediator, Jason Marsili, Esq. The mediation was conducted via Zoom.
25 The settlement negotiations were at arm’s length and, although conducted in a professional manner,
26 were adversarial. The Parties went into the mediation willing to explore the potential for a
27 settlement of the dispute, but each side was also prepared to litigate their position through trial and
28 appeal if a settlement had not been reached.

1 8. After extensive negotiations and discussions regarding the strengths and
2 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a
3 resolution, the material terms of which are encompassed within the Settlement Agreement.
4 Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Settlement Agreement
5 and Release ("Settlement Agreement").

6 9. The Parties used the Los Angeles Superior Court's Form Class Action and PAGA
7 Settlement Agreement and Class Notice. A document showing edits the parties made to the
8 template in redline is attached to the Declaration of Justin F. Marquez as **Exhibit 2**.

9 10. Class Counsel submitted the proposed Settlement to the LWDA before filing the
10 Motion for Preliminary Approval.

11 11. I requested several bids from experienced class action settlement administrators to
12 handle the responsibilities of the Settlement Administrator under this Settlement. The Parties
13 accepted the bid of Apex Class Action LLC ("Apex"). Apex has multiple years of experience in
14 the field of Class Action Administration, particularly in the wage-and-hour arena. In its bid, Apex
15 agreed to cap its costs at \$10,990 if there are 550 class members. Apex's bid also accounts for
16 Notice in English and Spanish. A true and correct copy of the bid is attached hereto as **Exhibit 3**.

17 12. Plaintiff does not have any interest, financial or otherwise, in the proposed third-
18 party administrator, Apex.

19 13. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
20 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
21 administrator, Apex.

22 14. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
23 this case.

24 15. Class Counsel is not aware of any other pending matter or action asserting claims
25 that will be extinguished or affected by the Settlement.

26 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

27 16. Class Counsel has conducted a thorough investigation into the facts of this case.
28 Based on the foregoing discovery and their own independent investigation and evaluation, Class

Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

17. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, I evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including class member timekeeping and payroll records, as well as class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), with the assistance of a statistics expert, I created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

Total Class Members: 442
Terminated Class Members during 3-year statute: 307
Total Workweeks: 12,531
Total Shifts Worked by the Class: 47,427
PAGA Pay Periods: 6,646
PAGA Eligible Employees: 171
Avg. Hourly Rate: \$19.74

18. Based on Plaintiff's discovery and investigation, Class Counsel reached the conclusion that Defendant failed to pay class members for all hours worked, including overtime wages, Defendant had a policy and practice of not providing its employees with California compliant meal and rest periods which it did not pay appropriate premiums for, and Defendant required its employees to work "off-the-clock" prior to clocking in for the workday, during meal periods, and after clocking out for the workday, time which it did not pay for, and Defendant failed to reimburse its employees for business-related expenses. Defendant denies these claims.

19. Plaintiff further alleges that Defendant failed to pay for all hours worked, including minimum wages, straight time wages, and overtime wages, by requiring class members to work

1 off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-case
2 scenario for Plaintiff and the Class, I estimate that Defendant's maximum potential exposure by
3 assuming that all unpaid work time should have been paid at the overtime rate of 16.2%, and I
4 assumed that Defendant is liable for 8 minutes of unpaid worktime per shift. This results in an
5 estimate of \$141,423.73 (47,427 shifts * \$19.74 hourly overtime rate * 1.162 overtime rate * 0.13
6 hour of unpaid work per shift), but I discounted this figure by 80% to account for the difficulty of
7 prevailing on a motion for class certification and a trial on the merits because liability depends on
8 whether Defendant knew or should have known that class members were working off-the-clock,
9 yielding a realistic damage estimate of \$28,284.75.¹

10 20. With respect to the meal period claim, Plaintiff alleges that Defendant required her
11 and similarly situated class members to either work in lieu of taking meal periods, or their meal
12 periods were untimely or interrupted. My expert analyzed Defendant's timekeeping records and
13 assumed a 50% violation rate for shifts over 5 hours (18,783 shifts). Potential liability for the meal
14 period claim, which includes shifts over six hours long and shifts over 12 hours long, is
15 \$370,776.42 (18,783 * \$19.74). However, the data showed that Defendant paid approximately
16 \$14,456.00 in meal period premium payments since 2018, so I reduced Defendant's liability by
17 this amount, yielding \$356,320.42. I further discounted this figure by 80% to account for the
18 difficulty of certifying and proving meal period claims, as well as Defendant's contention that the
19 claim lacks merit, particularly in light of its numerous meal period premium payments, yielding a
20 realistic damage estimate of \$71,264.08.

21 21. With respect to the rest period claim, Plaintiff alleges that Defendant required her
22 and similarly situated class members to work in lieu of taking rest periods, or their rest periods
23 were untimely or interrupted. Assuming a 50% violation rate for the class period based on
24 Plaintiff's and other class members' experience working for Defendant, Defendant's potential
25

26 ¹ An 80% discount for risk at certification and trial is reasonable because the Judicial
27 Council of California found that only 21.4% of all class actions were certified either as part of a
28 settlement *or* as part of a contested certification motion. See Findings of the Study of California
Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-
action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).

1 liability for the rest period claim is \$468,104.49 (47,427 shifts * 0.5 * \$19.74); however, I
2 discounted this figure by 90% to account for the difficulty of certifying and proving rest period
3 claims, particularly because rest periods do not have to be recorded, and to account for the
4 possibility of class members voluntarily choosing to forego a rest period, yielding a realistic
5 damage estimate of \$46,810.45.

6 22. Plaintiff alleges that Defendant failed to reimburse necessary business expenses.
7 Defendant's employees (including Plaintiff) were frequently required to use their personal cell
8 phones to communicate with their supervisors and managers about work-related duties. This
9 included communication regarding their schedules and/or the following day's or week's tasks. For
10 purposes of calculating Defendant's liability based on a best case scenario for Plaintiff and the
11 Class, I estimated that Defendant was liable to each class member for \$40 per month, or \$10 per
12 workweek, in unreimbursed expenses, for a total amount of \$125,310.00 (\$10 per workweek *
13 12,531 workweeks); however, I discounted this figure by 80% to account for the difficulty of
14 certifying and proving expense reimbursement claims, particularly in light of written policies and
15 practices providing a mechanism for class member's to seek reimbursement, yielding a realistic
16 damage estimate of \$25,062.00.

17 23. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
18 meal period violations, rest period violations, and failure to reimburse expenses is \$1,780,490.65,
19 but, after factoring in the risk and uncertainty of prevailing at certification and trial, I estimate that
20 Plaintiff's realistic estimated recovery for the non-penalty claims is \$356,092.13.

21 24. With respect to Plaintiff's derivative claims for statutory and civil penalties,
22 Plaintiff estimated that Defendant's realistic potential liability is \$193,950.46. While Defendant's
23 maximum potential liability for waiting time penalties is \$1,163,554.56 based on approximately
24 307 terminated class members during the 3-year statute (307 * 19.74 * 6.4 hours * 30 days),
25 \$428,850.00 for inaccurate wage statements based on approximately 339 class members who
26 worked 4,458 pay periods within the 1-year statute, and \$347,100.00 for PAGA violations based
27 on the Court assessing a \$100 penalty for initial violations for all 3,471 pay periods within the 1-
28 year statute, I believe that it would be unrealistic to expect the Court to award the full

1 \$1,939,504.56 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims,
2 and the discretionary nature of penalties. Considering that the underlying claims are realistically
3 estimated to be \$365,407.69, such a disproportionate award would also raise due process concerns.
4 Weighing these factors and applying a discount of 90% to account for the risk and uncertainty of
5 prevailing at trial, I arrived at \$193,950.46 for statutory and civil penalties.

6 25. Using these estimated figures, Plaintiff predicted that the realistic maximum
7 recovery for all claims, including penalties, would be \$503,232.14. This means that the
8 \$175,000.00 settlement figure represents 35% of the realistic maximum recovery ($\$175,000.00 /$
9 $\$503,232.14 = 35\%$). Considering the risk and uncertainty of prevailing at class certification and
10 at trial, this is an excellent result for the Class.² Indeed, because of the proposed Settlement, class
11 members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

12 26. While Plaintiff is confident in the merits of her claims, a legitimate controversy
13 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
14 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

15 27. This Settlement avoids the risks and the accompanying expense of further litigation.
16 Although the Parties had engaged in a significant amount of investigation, informal discovery and
17 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiff
18 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
19 certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a
20 disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the
21 Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties
22 would incur considerably more attorneys' fees and costs through trial.

23 28. The Net Settlement Amount available for Class Member settlement payments is
24

25 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019)
26 2019 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle
27 class claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale*
28 *Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10 (finding that "a settlement for
fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re Omnivision*
Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is
just over 9% of the maximum potential recovery asserted by either party.").

1 estimated to be \$66,250, for a class of 442 persons.³ As a result, each Settlement Class Member
2 is eligible to receive an average net benefit of approximately \$149.86.

3 29. The proposed Settlement of \$175,000.00, therefore, represents a substantial
4 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
5 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
6 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
7 settlement amount of \$175,000.00 is within the "ballpark" of reasonableness, and preliminary
8 settlement approval is appropriate.

9 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

10 30. Class Counsel represent that Plaintiff devoted a great deal of time and work assisting
11 counsel in the case, communicated with counsel very frequently for litigation and to prepare for
12 mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiff's
13 requested enhancement award is reasonable particularly in light of the substantial benefits Plaintiff
14 generated for all class members.

15 31. Throughout this Litigation, Plaintiff, who is a former employee of Defendant, has
16 cooperated immensely with my office and has taken many actions to protect the interests of the
17 class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest
18 period claims. Plaintiff also informed my office of developments and information relevant to this
19 action, participated in decisions concerning this action, made herself available to answer questions
20 during the mediation, and provided my office with the names and contact information of potential
21 witnesses in this action. Before we filed this case, Plaintiff provided my office with documents
22 regarding the claims alleged in this action. The information and documentation provided by
23 Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and
24 the recovery provided for in the Settlement Agreement would have been impossible to obtain
25 without Plaintiff's participation.

26
27 ³ The Net Settlement Amount is: \$175,000.00 minus \$61,250.00 for Class Counsel's
28 attorneys' fees, minus \$15,000.00 for Class Counsel's litigation expenses, minus \$15,000.00 in
administration costs, minus \$10,000.00 for the PAGA payment, and minus \$7,500.00 for the
class representative service award to Plaintiff.

1 32. At the same time, Plaintiff faced many risks in adding herself as the class
2 representative in this matter. Plaintiff faced actual risks with her future employment, as putting
3 herself on public record in an employment lawsuit could also very well affect her likelihood for
4 future employment. Furthermore, as part of this Settlement, Plaintiff is executing a general release
5 of all claims against Defendant.

6 33. In turn, class members will now have the opportunity to participate in a settlement,
7 reimbursing them for alleged wage violations they may have never known about on their own or
8 been willing to pursue on their own. If these class members would have each tried to pursue their
9 legal remedies on their own, that would have resulted in each having to expend a significant amount
10 of their own monetary resources and time, which were obviated by Plaintiff putting herself on the
11 line on behalf of these other class members.

12 34. In the final analysis, this class action would not have been possible without the aid
13 of Plaintiff, who put her own time and effort into this Litigation, sacrificed the value of her own
14 individual claims, and placed himself at risk for the sake of the class members. The requested
15 enhancement award for Plaintiff for her service as the class representative and for her general
16 release of all individual claims is a relatively small amount of money when the time and effort put
17 into the Litigation are considered and in comparison to enhancements granted in other class actions.
18 The requested incentive award is therefore reasonable to compensate Plaintiff for her active
19 participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*,
20 No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were
21 misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a
22 \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00
23 class representative incentive award for each named Plaintiffs.

24 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

25 35. The Settlement provides for attorney's fees payable to Class Counsel in an amount
26 up to 35% of the Settlement Amount, for a maximum fees award of \$61,250.00, plus actual costs
27 and expenses not to exceed \$15,000.00. The proposed award of attorneys' fees to Class Counsel
28 in this case can be justified under either method – lodestar or percentage recovery. Class Counsel,

1 however, intend to base the proposed award of fees, costs and expenses on the percentage method
2 as many of the entries in the time records will have to be redacted to preserve attorney-client and
3 attorney work product privileges.

4 36. I am informed and believe that the fee and costs provision is reasonable. The fee
5 percentage requested is less than that charged by my office for most employment cases. My office
6 invested significant time and resources into the case, with payment deferred to the end of the case,
7 and then, of course, contingent on the outcome.

8 37. It is further estimated that my office will need to expend at least another 50 to 100
9 hours to monitor the process leading up to the final approval and payments made to the class. My
10 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

11 38. The risk to my office has been very significant, particularly if we would not be
12 successful in pursuing this class action. In that case, we would have been left with no compensation
13 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
14 that have resulted in thousands of attorney hours being expended and ultimately having
15 certification denied or the defendant company going bankrupt. The contingent risk in these types
16 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
17 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

18 39. Because most individuals cannot afford to pay for representation in litigation on an
19 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
20 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
21 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
22 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
23 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
24 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
25 that we recover more than our regular hourly rate when we win if we are to remain in practice so
26 as to be able to continue representing other individuals in civil rights employment disputes.

27 MY EXPERIENCE AND QUALIFICATIONS

28 40. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World

1 Report as one of the nation’s Best Law Firms for every year since 2020 and is comprised of over
2 70 attorneys and over 500 employees. Wilshire Law Firm, PLC is actively and continuously
3 practicing in employment litigation, representing employees in both individual and class actions
4 in both state and federal courts throughout California.

5 41. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys
6 are experienced in litigating Labor Code violations in both individual, class action, and
7 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
8 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
9 and data privacy litigation.

10 42. I graduated from the University of California, Los Angeles’s College Honors
11 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
12 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
13 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
14 2008.

15 43. My practice is focused on advocating for the rights of consumers and employees in
16 class action litigation and appellate litigation. I am currently the primary attorney in charge of
17 litigating several class action cases in state and federal courts across the United States.

18 44. I have received numerous awards for my legal work. From 2017 to 2020, Super
19 Lawyers selected me as a “Southern California Rising Star,” and from 2022 to 2024, I was selected
20 as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America”
21 in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under
22 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

23 45. I am on the California Employment Lawyers Association (“CELA”)’s Wage and
24 Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced
25 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
26 mentored young attorneys through CELA’s mentorship program.

27 46. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
28 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of

1 CAOC's Diversity Committee, and I helped assist the CAOC in defeating bills that harm
2 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
3 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
4 Labor Code § 226.

5 47. As the attorney responsible for day-to-day management of this matter at the
6 Wilshire Law Firm, PLC, I have over thirteen years of experience with litigating wage and hour
7 class actions. Over the last thirteen years, I have managed and assisted with the litigation and
8 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
9 as those performed in the course of prosecuting this action. My litigation experience includes:

- 10 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
11 million in gross recovery to class members for each year since 2020, including over
12 \$37.5 million in 2022 and over \$75 million in 2023.
- 13 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
14 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
15 data breach class action holding that consumer plaintiffs adequately alleged injury
16 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 17 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
18 in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6
19 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and four additional
20 cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- 21 d. To my knowledge, I am the only attorney to appear on each of the following Top
22 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
23 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 24 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
25 winning class certification on behalf of hundreds of thousands of consumers for
26 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
27 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 28 f. As lead counsel, I prevailed against Bank of America by: winning class certification

on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court’s order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed. 3d Art. 8.

g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)⁴ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as Wright & Miller’s *Federal*

⁴ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

1 *Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S.
2 Supreme Court denied review of a case that primarily concerned *Yocupicio*. That
3 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
4 support from a brief authored by Andrew J. Pincus.⁵ Considering that leading
5 Supreme Court practitioners from the class action defense bar were very motivated
6 in undermining *Yocupicio* case, but failed, this demonstrates the national importance
7 of the *Yocupicio* decision.

- 8 i. On December 13, 2018, the United States District Court granted final approval of
9 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
10 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
11 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
12 declarations show that the attorneys are experienced and successful litigators.” (*Id.*
13 at p. *10.)
- 14 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
15 reported decision permitting class-wide discovery even though the employer has a
16 lawful policy because “[t]he fact that a company has a policy of not violating the
17 law does not mean that the employees follow it, which is the issue here.” The court
18 also ordered defendant to pay for the cost of *Belaire-West* notice.
- 19 k. In 2013, I represented a whistleblower that reported that his former employer was
20 defrauding the State of California with the help of bribes to public employees. The
21 case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution
22 of State of California employees by the California Attorney General’s Office.
- 23 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
24 over 2,000,000 class members in a federal labor law case for misclassification of
25 independent contractors that did crowdsourced work on the Internet, *Otey v.*
26 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the

27
28 ⁵ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

1 following pro-plaintiff reported decisions:

- 2 i. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an
3 unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting
4 plaintiff's motion to strike defendant's affirmative defenses based on
5 *Twombly/Iqbal*).
- 6 ii. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting
7 conditional collective certification).
- 8 iii. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
9 magistrate judge's discovery ruling which held that "evidence of other
10 sources of income is irrelevant to the question of whether a plaintiff is an
11 employee within the meaning of the FLSA").
- 12 iv. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad
13 discovery because "an FLSA plaintiff is entitled to discovery from locations
14 where he never worked if he can provide some evidence to indicate
15 company-wide violations").
- 16 m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification
17 for over 60,000 class members for off-the-clock claims, *Linares v. Securitas*
18 *Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also
19 successfully opposed subsequent appeals to the California Court of Appeal and
20 California Supreme Court.

21 48. My current contingent billing rate of \$1,500.00 per hour is consistent with my actual
22 billing rate for paid legal industry consulting services, my practice area, lead appellate experience
23 in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly
24 rates:

- 25 a. I have been paid for legal industry consulting services at \$1,500 per hour by
26 Gerson Lehrman Group (GLG), a company that provides financial information
27 and advises investors and consultants with business clients seeking expert advice.
28 GLG is one of the largest companies that provides expert consulting services.

1 GLG’s clients include corporations, hedge funds, private equity firms, and
2 consulting firms. I have worked with GLG on numerous occasions at a rate of
3 \$1,500 per hour, including on three recent occasions in October and November of
4 2023.

- 5 b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court,
6 Northern District of California approved my \$1,500 hourly rate when she
7 granted final approval of the class action settlement in *Suarez v. Bank of*
8 *America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024
9 WL150721, *3 (“As for the lodestar cross-check, the billing rates are normal
10 and customary for timekeepers with similar qualifications and experience in the
11 relevant market.”)
- 12 c. On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior
13 Court approved my \$1,500 hourly rate when he granted final approval of the
14 class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.*, No.
15 CVRI2105455.
- 16 d. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District
17 Court in Puerto Rico approved my \$850 hourly rate when he granted final
18 approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-
19 cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- 20 e. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
21 approved my \$800 hourly rate when he granted final approval of the class action
22 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
23 01066522-CU-OE-CXC.
- 24 f. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
25 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
26 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
27 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
28 Court approved my then \$750 hourly rate after finding it was “reasonable, given the

1 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

2 g. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
3 Court approved my \$750 hourly rate when he granted final approval of the class
4 action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No.
5 19STCV32396.

6 49. The reasonableness of my firm’s hourly rates is also supported by several surveys
7 of legal rates, including the following:

8 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents
9 the real market rates of Los Angeles area attorneys who practice litigation. For
10 that category, the third quartile 2022 rate was \$1,045 per hour for partners and
11 \$855 for associates. Likewise, page 32 of the Report describes the rates charged
12 by 183 Los Angeles partners with “21 or more years of experience” and “Fewer
13 than 21 years.” For those categories, the third quartile Los Angeles partner rate in
14 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with
15 fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate
16 Report is attached hereto as **Exhibit 4**.

17 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of
18 Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9,
19 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
20 rate. The article also notes that law firm rates have been increasing by just under
21 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

22 50. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to
23 practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District
24 Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from
25 Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her
26 undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 17 years of
27 litigation experience, which includes the successful handling of numerous employment, wage and
28 hour, and class representative action matters during the latter half of his career in state and federal

1 court through inception through case resolution. Prior to joining Wilshire Law Firm in November
2 2021, Ms. Le gained invaluable litigation experience working at various Plaintiffs and defense
3 firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis
4 Brisbois Bisgaard & Smith LLP. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and
5 the Vietnamese Bar Association of Southern California, and has been a recognized speaker on
6 wage and hour topics for some of these organizations at various conferences and seminars. Her
7 current contingent billing rate for this case is \$750.00 per hour, which is commensurate with Ms.
8 Le's years of experience and work in this practice area.

9 51. Arsiné Grigoryan is an Associate Attorney at my office. She earned two Bachelor
10 of Arts degrees from the University of California, Berkeley in (1) Political Science with an
11 emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree
12 from Southwestern Law School. She is presently admitted to practice in all state courts of
13 California (admitted in 2017) and before all federal district courts in California. The focus of her
14 practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private
15 Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she
16 worked at a law firm specializing in wage-and-hour class action cases. She is also handling more
17 than a dozen active class action matters currently pending and prosecuting multiple PAGA
18 collective action matters in various courts throughout the State of California. Her current
19 contingency billing rate for this case is \$600.00 per hour which is commensurate with Ms.
20 Grigoryan's years of experience and work in this practice area.

21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct.

23 Executed on February 23, 2024, at Los Angeles, California.

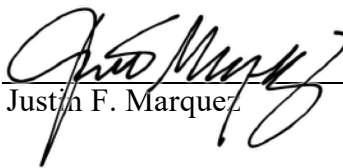
24
25 
26 Justin F. Marquez
27
28

Exhibit 1

1 WILSHIRE LAW FIRM
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22 Attorneys for Defendant

23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
25
26

27 AMEENA BROWN, individually, and on behalf
28 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

**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

JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.18 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the 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.

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

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

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

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

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

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

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

2. RECITALS.

2.1 On December 28, 2022, Plaintiff commenced this Action by filing a Complaint. On April 20, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (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.

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

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

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

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

///

///

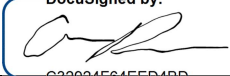
///

///

1 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section
4 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310
5 for the entire period of this settlement process.

6 12/19/2023

7 _____
8 Date

DocuSigned by:


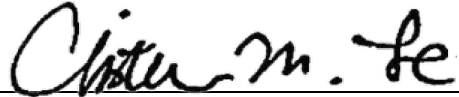
Plaintiff Ameena Brown

9 _____
10 Date

For Defendant
Hey Bui LLC dba Reformation

11 December 19, 2023

12 _____
13 Date


Counsel for Plaintiff and the Class

14 _____
15 Date

Counsel for Defendant

1 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section
4 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310
5 for the entire period of this settlement process.

6
7 _____
8 Date

_____ Plaintiff Ameena Brown

9 12/20/2023

10 _____
11 Date

DocuSigned by:

Hali Bornstein

35A4600C849F437...

12 _____
13 For Defendant
14 Hey Bui LLC dba Reformation

15 _____
16 Date

_____ Counsel for Plaintiff and the Class

17 12/21/23

18 _____
19 Date

Rechie Abbott

20 _____
21 Counsel for Defendant
22
23
24
25
26
27
28

**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.

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class 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).
---	---

**You Can Opt-out of the Class Settlement
but not the PAGA Settlement**

The Opt-out Deadline is _____

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.

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).

**Participating Class Members Can Object to
the Class Settlement but not the PAGA
Settlement**

**Written Objections Must be Submitted by
_____**

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.

**You Can Participate in the _____
Final Approval Hearing**

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.

**You Can Challenge the Calculation of Your
Workweeks/Pay Periods**

**Written Challenges Must be Submitted by
_____**

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

	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.
--	--

1. WHAT IS THE ACTION ABOUT?

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

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because 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,

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and

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.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

9. HOW CAN I GET MORE INFORMATION?

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

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION 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
28

Exhibit 2

~~FORM~~ CLASS ACTION AND PAGA

WILSHIRE LAW FIRM

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Attorneys for Plaintiff

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Los Angeles, CA 90071-2228

Telephone: (213) 683-6000

Facsimile: (213) 627-0705

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

**JOINT STIPULATION OF
SETTLEMENT AGREEMENT AND
RELEASE**

Dept. 11

Judge: Hon. David S. Cunningham III

Complaint Filed: December 28, 2022

Trial Date: None Set

**JOINT STIPULATION OF SETTLEMENT AGREEMENT AND CLASS
NOTICE³ RELEASE**

This ~~Class Action and PAGA~~ Joint Stipulation of Settlement Agreement and Release (“Agreement”) is made by and between ~~plaintiff [name]~~ Plaintiff Ameena Brown (“Plaintiff”) and ~~defendant XYZ [name]~~ (“XYZ”). ~~The Agreement refers to Plaintiff and XYZ~~ Hey Bui LLC dba Reformation (“Defendant”) (collectively ~~as~~, “Parties,” ~~or individually as “Party.”~~”).

1. DEFINITIONS.

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

~~1.1.1.1~~ “Action” means ~~the~~ Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ Defendant~~ captioned ~~[caption and case number]~~ Ameena Brown v. Hey Bui LLC dba Reformation, No. 22STCV40574, initiated on ~~[filing date]~~ December 28, 2022 and pending in ~~the~~ Superior Court of the State of California, County of Los Angeles.

~~1.2.1.2~~ “Administrator” means ~~[name]~~ Apex Class Action LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

~~1.3.1.3~~ “Administration Expenses Payment” means the amount the Administrator will be paid ~~from~~ the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

~~1.4.1.4~~ “Aggrieved Employee”(s)” means ~~[e.g., a person employed by XYZ]~~ all current and former employees of Hey Bui LLC dba Reformation in California ~~and classified as a~~ _____ ~~who worked for XYZ during the PAGA Period]~~ period December 28, 2021 through the date of preliminary approval of the settlement.

~~1.5.1.5~~ “Class” means ~~[define class e.g., all persons employed by XYZ]~~all current and former employees of Hey Bui LLC dba Reformation in California ~~and classified as~~
~~_____ who worked for XYZ~~ during the ~~Class Period]~~period July 3, 2018 through the date of preliminary approval of the settlement.

~~1.6.1.6~~ “Class Counsel” means ~~[name]~~Justin F. Marquez, Christina M. Le, and Arsiné Grigoryan of Wilshire Law Firm.

~~1.7.1.7~~ “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

~~1.8.1.8~~ “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, ~~and~~ number of Class Period Workweeks and PAGA Pay Periods.

~~1.9.1.9~~ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

~~1.10.1.10~~ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

~~1.11.1.11~~ “Class Notice” means the ~~COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL~~court-
approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

~~1.12.1.12~~ “Class Period” means the period from ~~[July 3, 2018 through the date]~~~~to~~
~~[date].~~ⁱⁱ of preliminary approval of the settlement.

~~1.13.1.13~~ “Class Representative” means the named Plaintiff in the operative
complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.14.1.14~~ “Class Representative Service Payment” means the payment to the Class
Representative for initiating the Action and providing services in support of the Action.

~~1.15.1.15~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.16.1.16~~ ~~“XYZ”~~“Hey Bui” or “Defendant” means named Defendant ~~[name].~~ Hey
Bui LLC dba Reformation.

~~1.17.1.17~~ -“Defense Counsel” means ~~[name].~~ Leslie L. Abbott and Aja Nunn of Paul
Hastings LLP.

~~1.18.1.18~~ “Effective Date” means the date by when both of the following have
occurred: ~~-(a)-~~ the Court enters a Judgment on its Order Granting Final Approval of the
Settlement; and (b) the Judgment is final. ~~-The Judgment is final as of the latest of the following
occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court
enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the
day after the deadline for filing~~the last date on which a notice of appeal from the Judgment;~~or if
may be filed, and none is filed; and (b) if~~ a timely appeal from the Judgment is filed, the ~~day~~
~~after~~last of the following dates: (1) the last date by which a petition for review by the California
Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be
filed, and none is filed; (2) the appellate court affirms~~last date by which a petition for a writ of
certiorari to the United States Supreme Court of a decision by the California Court of Appeal or
the California Supreme Court affirming the Judgment and issues a remittitur.~~may be filed, and

none is filed; and (3) if a petition for review by the California Supreme Court, or a petition for a writ of certiorari to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

~~1.19.1.19~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.20.1.20~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

~~1.21.1.21~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

~~1.22.1.22~~ “Gross Settlement Amount” means ~~\$[amount]~~\$175,000.00 which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 93.1 below.- The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

~~1.23.1.23~~ “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.24.1.24~~ “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweekspay~~periods worked during the PAGA Period.

~~1.25.1.25~~ “Judgment” means the judgment entered by the Court based upon the

Final Approval.

~~1.26.1.26~~ “LWDA” means the California Labor and Workforce Development Agency, ~~the agency entitled, under Labor Code section 2699, subd. (i).~~

~~1.27.1.27~~ “LWDA PAGA Payment” means ~~the~~ 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, ~~subd.~~ subdivision (i).

~~1.28.1.28~~ “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

~~1.29.1.29~~ “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

~~1.30.1.30~~ “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~ Defendant for at least one day during the PAGA Period.

~~1.31.1.31~~ “PAGA Period” means the period from ~~{December 28, 2021 through the date}~~ to {date}.ⁱⁱⁱ of preliminary approval of the settlement.

~~1.32.1.32~~ “PAGA” means the Private Attorneys General Act (~~Labor~~ Lab. Code ~~§§, §~~ 2698. et seq.).

~~1.33.1.33~~ “PAGA Notice” means ~~Plaintiff’s {date} letter to XYZ~~ Defendant and the LWDA ~~{and Plaintiff’s {date} letter to XYZ and the LWDA}~~ providing notice pursuant to Labor Code section 2699.3, ~~subd.~~ (subdivision (a).

~~1.34.1.34~~ 1.34.1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (~~{insert amount}~~) and ~~the~~ 75% to the LWDA (~~{insert amount}~~) in settlement of PAGA claims.

~~1.35.1.35~~ 1.35.1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~1.36.1.36~~ 1.36.1.36 “Plaintiff” means ~~{name}~~, Ameena Brown, the named plaintiff in the Action.

~~1.37.1.37~~ 1.37.1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.38.1.38~~ 1.38.1.38 “~~“Preliminary Approval Order”~~” means the proposed Order Granting Preliminary Approval of Class Action Settlement and Approval of PAGA Settlement.

~~1.39.1.39~~ 1.39.1.39 “Released Class Claims” means the claims being released as described in Paragraph ~~6~~5.2 below.

~~1.40.1.40~~ 1.40.1.40 “Released PAGA Claims” means the claims being released as described in Paragraph ~~6.25~~3 below.

~~1.41.1.41~~ 1.41.1.41 “Released Parties” means: ~~XYZ Defendant~~ and each of its former and present directors, officers, shareholders, owners, ~~{members}~~, attorneys, insurers, predecessors, successors, ~~-assigns~~ [and any present and former parents, subsidiaries] [affiliates] and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives.

~~1.42.1.42~~ 1.42.1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.43.1.43~~ “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or ~~her~~their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.44.1.44~~ “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

~~1.45.1.45~~ “Workweek” means any week during which a Class Member worked for ~~XYZ~~Defendant for at least one day, during the Class Period.^{iv}

2. RECITALS.

~~2.1.2.1~~ — On ~~[date]~~December 28, 2022, Plaintiff commenced this Action by filing a Complaint. On April 20, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against ~~XYZ~~Defendant for ~~[specify causes of action]~~. [The (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Unfair Business Practices under the California Business & Professions Code; and (9) Civil Penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)] ~~[On [date], Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for [specify causes of action]. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”)]~~ XYZ). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all

liability for the causes of action alleged.

2.2.2.2 — Pursuant to Labor Code section 2699.3, ~~subd. (subdivision)~~ (a), Plaintiff gave ~~timely~~ written notice to XYZ Defendant and the LWDA by sending the PAGA Notice.

2.3.2.3 — On ~~[date[s],~~ September 14, 2023, the Parties participated in an all-day mediation presided over by ~~[mediator's name]~~ Jason Marsili of Marsili Mediation, which led to this Agreement to settle the Action ~~[or describe alternative means of negotiation].~~

2.4.2.4 — Prior to ~~[mediation] [negotiating the Settlement],~~ Plaintiff obtained, through ~~[formal][informal]~~ discovery, ~~[identify documents, testimony and information obtained].~~ Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel records, timekeeping records, payroll records and wage statements, applicable policies including handbooks applicable in the Class Period, applicable job descriptions, counts of current and former employees, workweeks and pay periods in the Class Period and PAGA Period, meal and rest period premiums paid, exemplar meal period waiver forms and expense reimbursement request form, employee average and median rates of pay, and a one-third random sample of class member timekeeping and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5.2.5 — The Court ~~[has][has not]~~ granted class certification. ~~[Insert details as needed.]~~

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

3. MONETARY TERMS.

3.1.3.1 ——— Gross Settlement Amount. Except as otherwise provided by Paragraph 98 below, XYZDefendant promises to pay ~~\$(amount)~~\$175,000.00 and no more as the Gross Settlement Amount ~~+~~ and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. ~~+~~ XYZ. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph ~~6.14.3~~ of this Agreement.* The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZDefendant.

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

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

3.2.2.3.2.2 ——— To Class Counsel: -A Class Counsel Fees Payment of not more than —%,35%, which is currently estimated to be [\$amount]\$61,250.00, and a Class Counsel Litigation Expenses Payment of not more than [\$amount]- XYZ\$15,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3.3.2.3 ——— To the Administrator: -An Administrator Expenses Payment not to exceed [\$amount]\$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than [\$amount], \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

~~3.2.4.1.3.2.4.1~~ ——— Tax Allocation of Individual Class Payments.

~~[Specify percentage]~~ One-third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The [specify percentage]~~ Two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., interest and penalties]~~ (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

~~3.2.4.2.3.2.4.2~~ ——— Effect of Non-Participating Class Members on

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

~~3.2.5.3.2.4.3~~ ——— To the LWDA and Aggrieved Employees: -PAGA

Penalties in the amount of ~~[\$amount]~~ \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (~~\$amount~~ 7,500.00) allocated to the LWDA PAGA Payment and 25% (~~\$amount~~ 2,500.00) allocated to the Individual PAGA Payments.

~~3.2.5.1.3.2.4.4~~ ——— The Administrator will calculate each Individual

PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (~~\$amount~~ 2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods.- Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

~~3.2.5.2.3.2.4.5~~ ——— If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

~~4.1.4.1~~ ——— Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZDefendant estimates there are ~~[number]~~442 Class Members who collectively worked a total of ~~[amount]~~12,531 Workweeks, and ~~[number]~~of 171 Aggrieved Employees who worked a total ~~[amount]~~of 6,646 PAGA Pay Periods.

~~4.2.4.2~~ ——— Class Data. -Not later than ~~[e.g., 15]~~20 days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to ~~Administrator~~the Administrator's employees who need access to the Class Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

~~4.3.4.3~~ — Funding of Gross Settlement Amount. ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~{14}~~ days after the Effective Date.

~~4.4.4.4~~ — Payments from the Gross Settlement Amount. -Within ~~{14}~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. -Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

~~4.4.1.4.4.1~~ — The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. -The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. -The Administrator will cancel all checks not cashed by the void date.- The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). -The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). -The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. -Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.4.2.4.4.2~~ ——— The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~retuned~~returned undelivered without a United States Postal Service (“USPS”) forwarding address. -Within ~~{7}~~ days of receiving a- returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. -The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. -The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.4.3.4.4.3~~ ——— For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~{to the California Controller's~~Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no ~~“unpaid residue”~~ subject to the requirements of ~~California~~ Code of Civil Procedure ~~Section~~section 384, ~~subd. subdivision~~ (b).-~~[or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”) [adding name]]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.].~~

~~4.4.4.4.4.4~~ ——— The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.15.1 ——— Plaintiff's Release. Plaintiff, and ~~his or~~ her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period]~~, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, ~~Plaintiff's PAGA Notice, [or ascertained during the~~ Action and released under 65.2, below]— (“Plaintiff's Release.”). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff~~ acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if

known by him or her would have materially affected his or her settlement with the debtor or Released Party.

~~6.25.2~~ ———Release by Participating Class Members Who Are Not Aggrieved

Employees:- All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~[and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6~~ and ascertained in the course of the Action, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; reimburse expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims for wages, statutory penalties, civil penalties, attorneys’ fees and costs, interest, or other relief brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (PAGA), and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

~~6.35.3~~ ———Release by Non-Participating Class Members Who Are Aggrieved

Employees:- All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for

PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint~~[,]~~ ~~[and]~~, the PAGA Notice~~[,]~~ and ascertained in the course of the Action~~[,]~~ including, ~~e.g., “(a) any and all claims involving any alleged failure for civil penalties based on claims that Defendant failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; reimburse expenses; furnish accurate itemized wage; etc.] statements; or pay all wages due to discharged and quitting employees pursuant to California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (PAGA), and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders.~~

7.6. MOTION FOR PRELIMINARY APPROVAL. ~~The Parties agree~~ Plaintiff agrees to ~~jointly~~ prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

~~7.1 — XYZ’s Declaration in Support of Preliminary Approval. Within [] days of the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

~~7.26.1 — Plaintiff’s Responsibilities.~~ Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code ~~Section~~ section 2699, ~~subd-subdivision~~ (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of Class Action Settlement and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;

competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; ~~all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;~~ (v) ~~a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres];~~ (v) a signed declaration from each Class Counsel firm and (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (~~LaborLab. Code-section, § 2699.3, subd. (a));~~)), Operative Complaint (~~LaborLab. Code-section, § 2699, subd. (1)(1)~~), and this Agreement (~~LaborLab. Code-section, § 2699, subd. (1)(2)~~); ~~and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.))~~.

7.36.2 ———Responsibilities of Counsel. -Class Counsel ~~and Defense Counsel are jointly~~is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~{30}~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. -Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.46.3 ———Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. -If the Court

does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8.7. SETTLEMENT ADMINISTRATION.

8.17.1 ~~_____~~ Selection of Administrator. The Parties have jointly selected ~~{name}~~ Apex to serve as the Administrator and verified that, as a condition of appointment, ~~{name}~~ Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. ~~The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.~~

8.27.2 ~~_____~~ Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports ~~to~~ state and federal tax authorities.

8.37.3 ~~_____~~ Qualified Settlement Fund. ~~The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.~~

8.47.4 ~~_____~~ Notice to Class Members.

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

8.4.27.4.2 ——— Using best efforts to perform as soon as possible, and in no event later than {14} days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class ~~United States Postal Service~~ (“USPS”) mail, the Class Notice ~~{with Spanish translation, if applicable}~~ substantially in the form attached to this Agreement as Exhibit ~~____~~. A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.37.4.3 ——— Not later than {3} business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. -If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.47.4.4 ——— The deadlines for Class Members’ written objections, ~~Challenges~~challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional {14} days beyond the {60} days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.57.4.5 ——— If the Administrator, ~~XYZ~~Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been

included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after receipt of Class Notice, or the deadline dates in the Class Notice, ~~which ever~~ whichever are later.

8.5.7.5 Requests for Exclusion (Opt-Outs).

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

8.5.27.5.2 ——— The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. -The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. -The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. -If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand

additional proof of the Class Member's identity. -The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~8.5.37.5.3~~ ——— Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs ~~65.2~~ and ~~65.3~~ of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~8.5.47.5.4~~ ——— Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. -Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph ~~6.45.3~~ of this Agreement and are eligible for an Individual PAGA Payment.

~~8.67.6~~ ——— Challenges to Calculation of Workweeks. -Each Class Member shall have ~~{60}~~ days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. -The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. -The Administrator must encourage the challenging Class Member to submit supporting documentation. - In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. -The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise

susceptible to challenge. -The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

~~8.7.7.7~~ —————Objections to Settlement.

~~8.7.17.7.1~~ —————Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

~~8.7.27.7.2~~ —————Participating Class Members may send written objections to the Administrator, by fax, email, or mail.- In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~verbal~~oral objections at the Final Approval Hearing.- A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60}~~ days after the Administrator's mailing of the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice was re-mailed).

~~8.7.37.7.3~~ —————Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

~~8.8.7.8~~ —————Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

~~8.8.17.8.1~~ —————Website, Email Address and Toll-Free Number.- The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval

Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. -The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

8.8.37.8.3 ——— Weekly Reports.- The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: -Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).~~-The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.~~

~~8.8.47.8.4~~ ——— Workweek and/or Pay Period Challenges. - The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. -The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

~~8.8.57.8.5~~ ——— Administrator's Declaration. Not later than ~~{14}~~ days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. -The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

~~8.8.67.8.6~~ ——— Final Report by Settlement Administrator. -Within ~~{10}~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. -At least ~~{15}~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. -Class Counsel is responsible for filing the ~~Administrator's~~Administrator's declaration in Court.

9.8. CLASS SIZE ESTIMATES ~~and ESCALATOR CLAUSE~~. Based on its records, XYZDefendant estimates that, as of the date of this Settlement Agreement, (1) there are ~~[number]~~442 Class Members and ~~[number]~~12,531 Total Workweeks during the Class period, and (2) there ~~were~~ ~~[number]~~are 171 Aggrieved Employees who worked ~~[number]~~6,646 Pay Periods during the PAGA Period.^{***}

10.9. XYZ'S ~~DEFENDANT'S~~ RIGHT TO WITHDRAW. -If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~[specify percentage]~~10% of the total of all Class Members, XYZDefendant may, but is not obligated, ~~elect~~ to withdraw from the Settlement. The Parties agree that, if XYZDefendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZDefendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZDefendant must notify Class Counsel and the Court of its election to withdraw not later than ~~[seven]~~7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11.10. MOTION FOR FINAL APPROVAL. -Not later than ~~[16]~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subd.~~subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). -Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~[seven]~~ days prior to filing the Motion for Final Approval. -Class Counsel and Defense Counsel will expeditiously meet and confer in person, by email, or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~11.1~~10.1 ~~Response to Objections.~~ - Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~[five]~~5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~11.2~~10.2 ~~Duty to Cooperate.~~ If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. ~~The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.~~

~~11.3~~10.3 ~~Continuing Jurisdiction of the Court.~~ The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~11.4~~10.4 ~~Waiver of Right to Appeal.~~ - Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment ~~reflected~~ set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. - The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. - If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be

suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~11.5~~10.5 ~~_____~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. -If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. -The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. -An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~12.11.~~ AMENDED JUDGMENT. - If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit ~~and~~ a proposed amended judgment.

~~13.12.~~ ADDITIONAL PROVISIONS.

~~13.12.1~~ _____ ~~_____~~ No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. -This Agreement represents a compromise and settlement of highly disputed claims. -Nothing in this Agreement is intended or should be construed as an admission by XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sDefendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. -If, for any reason the Court does grant Preliminary Approval, Final Approval or

enter Judgment, XYZDefendant reserves the right to contest certification of any class for any reasons, and XYZDefendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ'sDefendant's defenses. -The Settlement, this Agreement and Parties'Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~13.2~~12.2 ~~_____~~ Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZDefendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: -(1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. -Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. -Plaintiff, Class Counsel, XYZDefendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.3~~12.3 ~~_____~~ No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.4~~12.4 ——— Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~13.5~~12.5 ——— Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~13.6~~12.6 ——— Cooperation. - The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. -In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13.7~~12.7 ——— No Prior Assignments. - The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity ~~and any~~ portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~13.8~~12.8 ~~_____~~ No Tax Advice. -Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~13.9~~12.9 ~~_____~~ Modification of Agreement. -This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~13.10~~12.10 Agreement Binding on Successors. - This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.11~~12.11 Applicable Law. - All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the ~~state~~State of California, without regard to conflict of law principles.

~~13.12~~12.12 Cooperation in Drafting. -The Parties have cooperated in the drafting and preparation of this Agreement. - This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~13.13~~12.13 Confidentiality. -To the extent permitted by law, all agreements made, and orders entered during ~~the~~ Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13.14~~12.14 Use and Return of Class Data. -Information provided to Class Counsel pursuant to ~~Cal. Evid.~~Evidence Code ~~§section~~ 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing

contractual agreement, statute, or California Rules of Court rule-of-court-. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from XYZDefendant unless, prior to the Court's discharge of the Administrator's obligation, XYZDefendant makes a written request to Class Counsel for the return, rather than the ~~destructions~~destruction, of Class Data.

~~13.15~~12.15 Headings. - The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~13.16~~12.16 Calendar Days. - Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. - In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.17~~12.17 Notice. - All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

~~To XYZ:~~

To Plaintiff:
WILSHIRE LAW FIRM

JUSTIN F. MARQUEZ
justin@wilshirelawfirm.com
CHRISTINA M. LE
cle@wilshirelawfirm.com
ARSINÉ GRIGORYAN
agrigoryan@wilshirelawfirm.com
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 784-3030
Facsimile: (213) 381-9989

To Defendant:

PAUL HASTINGS LLP
LESLIE L. ABBOTT
leslieabbott@paulhastings.com
AJA NUNN
ajanunn@paulhastings.com
515 South Flower Street
25th Floor
Los Angeles, CA 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

~~13.18~~12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this 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.

~~13.19~~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 ~~that,~~ pursuant to CCP Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under CCP Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[Signature]

[Signature]

[name] For Plaintiff _____ [name and title] For XYZ

[Signature] _____ [Signature]
[name] Counsel for Plaintiff _____ [name] Counsel for XYZ

Date

For Plaintiff

Date

For Defendant

Counsel for Plaintiff and the Class

Counsel for Defendant

Date

Exhibit 3

**Quotation Request:**

Justin Marquez
Wilshire Law Firm, PLC
justin@wilshirelawfirm.com
800.522.7274

Case Name:

Brown v. Hei Bui

Date:

Tuesday, October 3, 2023

RFP Number:

72740045

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	550
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	550	\$825.00
USPS First Class Postage	Per Piece	\$0.66	550	\$363.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	110	\$220.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$95.00	1	\$95.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,048.00

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$910.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$89.00	1	\$89.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$589.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	550	\$825.00
USPS First Class Postage	Per Piece	\$0.66	550	\$363.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	55	\$110.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,828.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$10,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit 4



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

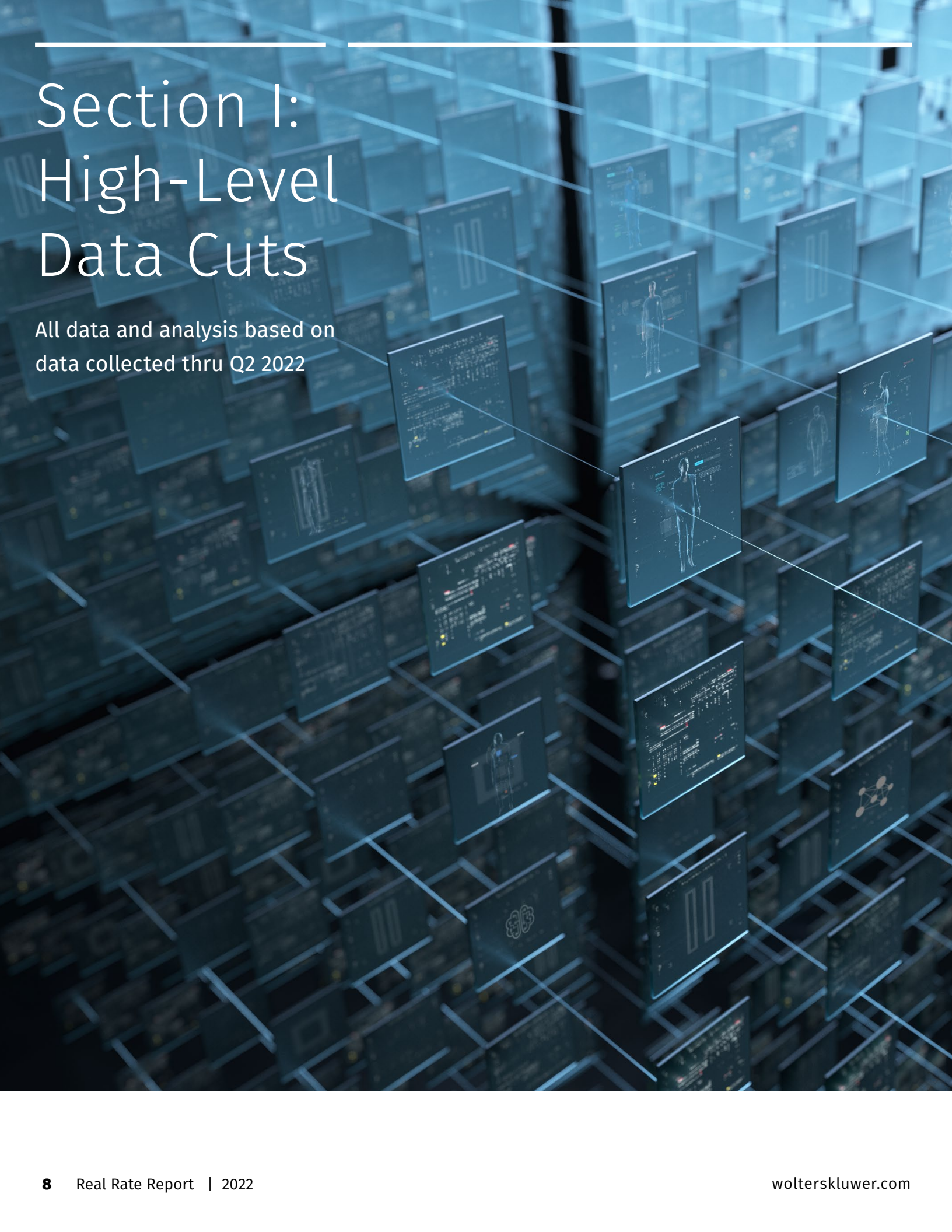
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397



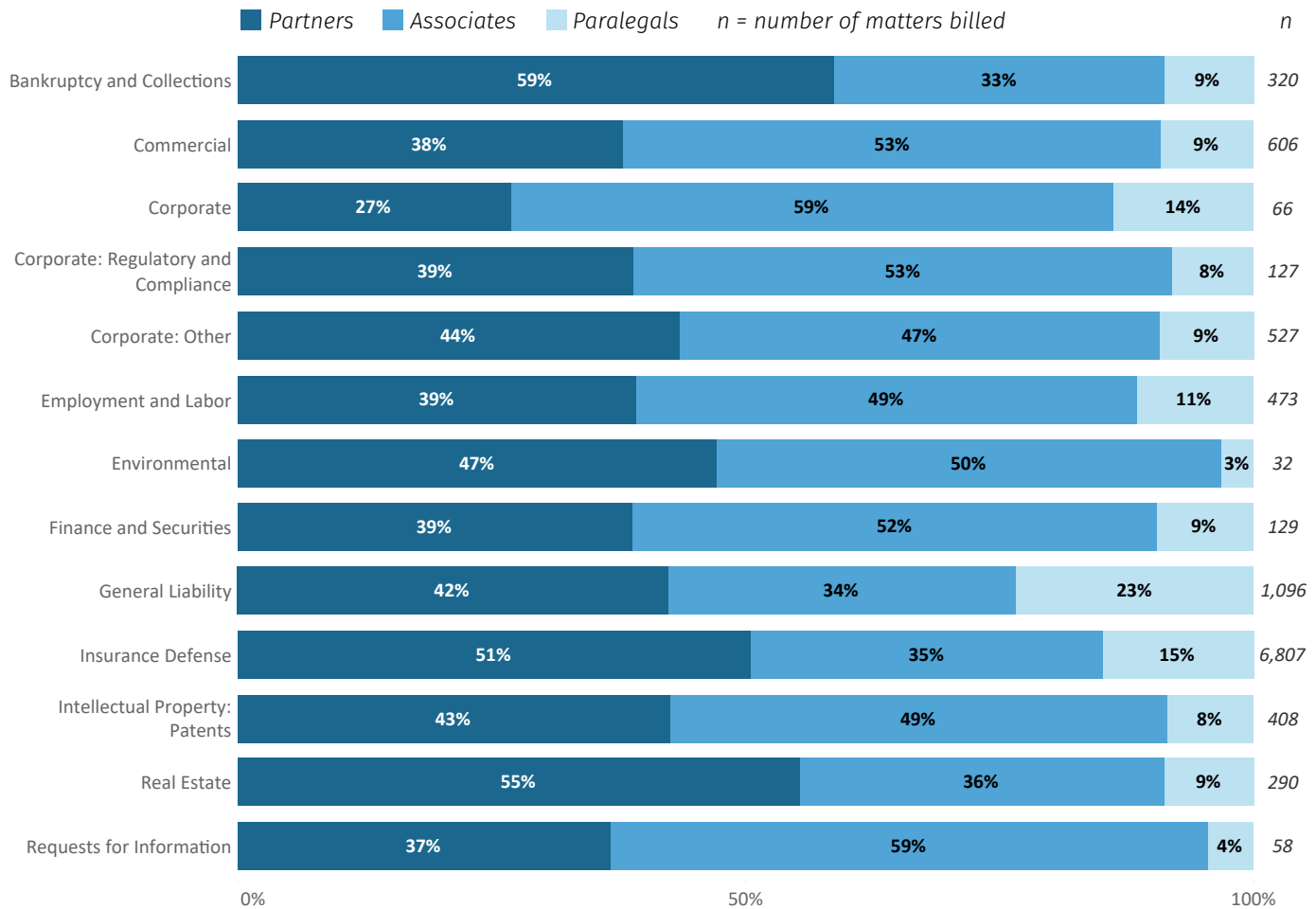
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

Related Articles

[Overworked Big Law Can't Find Enough Lawyers With Demand Surging](#) Dec. 9, 2021, 3:00 AM

[Never Underestimate Big Law's Ability to Raise Billing Rates](#) Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

Exhibit 6

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Benjamin H. Haber, Esq.
Christina M. Le, Esq.
Daniel Kramer, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

January 13, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Hey Bui LLC dba Reformation
2263 E. Vernon Ave.
Vernon, CA 90058
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 1978 56

CT Corporation System
Agent for Service of Process for:
Hey Bui LLC dba Reformation
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 1978 63

Re: ***Ameena Brown v. Hey Bui LLC dba Reformation***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Ameena Brown ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Hey Bui LLC dba Reformation ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Ameena Brown is a California resident who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately March 2022 to approximately October 2022. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least 40 hours a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to continue working during unpaid meal periods. Some of this unpaid work should have been paid

at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation

of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and

overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees

suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, of work attire and equipment, and use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226(c) provides that every employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (a) and (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

Labor Code § 1198.5 provides that (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the

agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

On November 23, 2022, Plaintiff sent requests through her counsel to Defendant for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendant failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendant has not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

As a result, Defendant is liable for to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested employment records.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

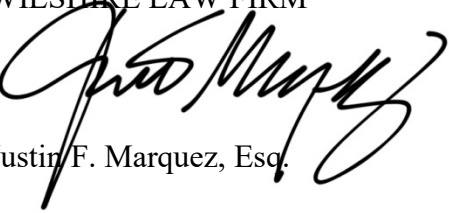
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 226 and 1198.5 by failing to produce requested employment records.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010

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330 N. Brand Blvd., Suite 700
Glendale, CA 91203

237051



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010

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2263 E. Vernon Ave.
Vernon, CA 90058

237051

Min Jee Kim

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, January 13, 2023 3:58 PM
To: Min Jee Kim
Subject: Thank you for submission of your PAGA Case.

1/13/2023

LWDA Case No. LWDA-CM-929353-23
Law Firm : Wilshire Law Firm, PLC
Plaintiff Name : Ameena Brown
Employer: Hey Bui LLC dba Reformation
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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., 12 th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On February 23, 2024, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

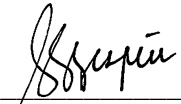
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Attorneys for Defendant Hey Bui LLC DBA Reformation

- (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 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **February 23, 2024**, at Los Angeles, California.



Sandy S. Sespene