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

SONDRA HERNANDEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

BENEFIT COSMETICS LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2020-00278210

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 27, 2021

Time: 9:00 a.m

Dept.: 32

Reservation No.: 2555930

Complaint Filed: April 10, 2020

Trial Date: None Set

ORDER

The Court has considered the Joint Stipulation of Class and Representative Action Settlement and Release (“Stipulation” or “Settlement Agreement”) and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement Agreement between Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate, and reasonable to the Class.

2. Plaintiff Sondra Hernandez (“Plaintiff”) and Defendant Benefit Cosmetics LLC (“Defendant”) (hereafter, the “Settling Parties”), through their counsel of record in the Action, have reached an agreement to settle all claims in the Action as set forth in the Settlement Agreement, on behalf of the Settlement Class (as defined below and in the Settlement Agreement);

3. The Court hereby conditionally certifies the following class for settlement purposes only: All of Defendant’s non-exempt employees in the State of California who: (1) were paid both sick pay and non-discretionary incentive wages, including monthly sales bonuses, quarterly sales bonuses, and/or commissions, in the same pay period and (2) whose employment ended (either voluntarily or involuntarily) during the period of May 6, 2017, through October 19, 2020 (the “Class Period”);

Should for whatever reason the Settlement Agreement not become Final, the fact that the Settling Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Sondra Hernandez as the Class Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group, as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to

1 finalize the Settlement Agreement and its terms. Any class member may enter an appearance
2 through his or her own counsel at such class member's own expense. Any class member who
3 does not enter an appearance or appear on his or her own behalf and who does not opt-out of the
4 Settlement Agreement will be represented by Class Counsel.

5 5. The Court hereby preliminarily approves the Settlement Agreement and the total
6 gross settlement amount of \$175,000.00, which is to be distributed as follows: (a) up to
7 \$10,000.00 to be paid to the Class Representative for the Representative Enhancement Award;
8 (b) up to \$61,250.00 shall be paid to Class Counsel for attorneys' fees, plus up to \$15,000.00 for
9 reimbursement of litigation costs; (c) up to \$20,000.00 shall be allocated as PAGA penalties (of
10 which 75%, or \$15,000.00, shall be paid to the LWDA, and 25%, or \$5,000.00, shall be
11 distributed proportionally to PAGA Representative Action Members); and (d) up to \$7,000.00 to
12 be paid to the Settlement Administrator for its fees and costs relating to the settlement
13 administration process. The Court further hereby preliminarily approves the Net Class
14 Settlement Amount and the method for calculating Settlement Class Members' individual
15 settlement payments as provided in the Settlement Agreement.

16 6. The Court finds that on a preliminary basis the Settlement Agreement appears to
17 be within the range of reasonableness of a settlement, including the amount of the PAGA
18 penalties, Representative Enhancement Award, Class Counsel's fees and costs, the Settlement
19 Administration fees, and the allocation of individual settlement payments to class members, that
20 could ultimately be given final approval by this Court. It appears to the Court on a preliminary
21 basis that the settlement is fair, adequate, and reasonable as to all potential class members when
22 balanced against the probable outcome of further litigation relating to liability and damages
23 issues. It also appears that investigation and research have been conducted so that counsel for
24 the Settling Parties are able to reasonably evaluate their respective positions. It appears to the
25 Court that settlement at this time will avoid substantial additional costs by Settling Parties, as
26 well as avoid the delay and risks that would be presented by the further prosecution of the
27 Action. It also appears that settlement has been reached as a result of intensive, serious, and non-
28 collusive arm's length negotiations.

1 7. A final fairness hearing on the question of whether the proposed Settlement
2 Agreement, the allocation of payments to Participating Settlement Class Members, attorneys’
3 fees and costs to Class Counsel, the payment to the Settlement Administrator, the PAGA
4 payment, and the Representative Enhancement Award should be finally approved as fair,
5 reasonable, and adequate as to the members of the Class is hereby set for _____ at
6 _____ a.m. in this Court.

7 8. The Court hereby approves, as to form and content, the Notice of Settlement of
8 Class and Representative Action Settlement (“Notice”) to be sent to Class Members, which is
9 attached as **Exhibit B** to the Declaration of Mai Tulyathan. The Court finds that distribution of
10 the Notice to class members substantially in the manner and form set forth in the Settlement
11 Agreement and this Order meets the requirements of due process and shall constitute due and
12 sufficient notice to all parties entitled thereto.

13 9. The Court appoints and designates Phoenix Settlement Administrators as the
14 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
15 approved Notice to class members using the procedures set forth in the Settlement Agreement.

16 10. Any Settlement Class Member may choose to opt out of and be excluded from the
17 settlement as provided in the Settlement Agreement and Notice, and by following the
18 instructions for requesting exclusion. Any person who timely and properly opts out of the
19 settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
20 comment thereon. Any requests for exclusion must be in writing and signed by each such
21 Settlement Class Member opting-out and must otherwise comply with the requirements
22 delineated in the Notice. Settlement Class Members who have not requested exclusion by
23 submitting a valid and timely exclusion request, by the deadline, shall be bound by all
24 determinations of the Court, the Settlement Agreement, and Judgment.

25 11. Any Settlement Class Member may object to the Settlement Agreement or
26 express his or her views regarding the Settlement Agreement. Settlement Class Members who
27 wish to object to the Settlement Agreement shall have forty-five (45) calendar days from the
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mailing of the Notice within which to postmark a written objection to the Settlement Agreement, pursuant to the requirements provided in the Notice, for return to the Settlement Administrator.

12. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the final fairness hearing.

13. The Court reserves the right to adjourn or continue the date of the Final Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

HONORABLE EMILY VASQUEZ
Judge of the Superior Court