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SACRAMENTO COUNTY
DEPT. 54

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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

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

Date: October 29, 2021

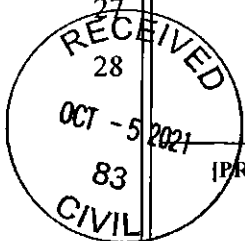
Time: 9:00 A.M.

Dept.: 54

Complaint Filed: May 6, 2020

Trial Date: None Set

BY FAX



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

1 Plaintiff Sondra Hernandez ("Plaintiff"), and the settling Defendant Benefit Cosmetics
2 LLC ("Defendant") (together, the "Parties") have entered into the Joint Stipulation of Class and
3 Representative Action Settlement and Release ("Settlement Agreement") to settle the above-
4 captioned action subject to the Court's approval (the "Settlement").

5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class
6 Action Settlement, including approval of an enhancement award for the Class Representative and
7 Class Counsel's application for attorneys' fees and costs. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion which came on for hearing on October 29, 2021.

10 **I. BACKGROUND**

11 On March 9, 2020, Plaintiff sent written notice to the California Labor & Workforce
12 Development Agency (LWDA) of Defendant's violations of Labor Code §§ 201-203 and 246,
13 pursuant to the PAGA. On April 10, 2020, Plaintiff filed the operative Complaint in the
14 Sacramento County Superior Court, on behalf of herself and all similarly situated employees.
15 The Complaint asserted claims for: (1) violation of California Labor Code §§ 201-203; and (2)
16 violation of the PAGA, Labor Code § 2698, *et seq.*

17 **A. Settlement Class Members and PAGA Representative Action Members**

18 The "Settlement Class Members" is defined as all of Defendant's non-exempt employees
19 in the State of California who: (1) were paid both sick pay and non-discretionary incentive
20 wages, including monthly sales bonuses, quarterly sales bonuses, and/or commissions, in the
21 same pay period and (2) whose employment ended (either voluntarily or involuntarily) during
22 the period of May 6, 2017, through October 19, 2020 (the "Class Period").

23 The "PAGA Representative Action Members" is defined as all current and former non-
24 exempt employees of Defendant in California who were paid sick pay in the same pay period as
25 any non-discretionary incentive wages, including without limitation, monthly sales bonuses,
26 quarterly sales bonuses, and/or commissions, during the period of March 9, 2019, through
27 October 19, 2020 (the "PAGA Period").

28 ///

1 **B. Operation of the Settlement**

2 Pursuant to the Preliminary Approval Order dated May 5, 2021, this Court conditionally
3 certified the Settlement Class and granted preliminary approval to the Settlement. The
4 Preliminary Approval Order also approved of the proposed class notice and notice plan. The
5 Court entered the Preliminary Approval Order after review and consideration of all of the
6 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

7 In compliance with the Preliminary Approval Order, the Notice of Settlement of Class
8 and Representative Action Settlement ("Class Notice") was sent to all Settlement Class Members
9 and PAGA Representative Action Members via U.S. first class mail. The notice dissemination
10 process was timely completed.

11 This Court finds that the Settlement appears to be the product of serious, informed, non-
12 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
13 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
14 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
15 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
16 approval of a class action settlement under California law. Under the provisions of California
17 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
18 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court
19 has discretion to certify a class where:

20 [Q]uestions of law or fact common to the members of the class
21 predominate over any questions affecting only individual members,
22 and that a class action is superior to the available methods for the
23 fair and efficient adjudication of the controversy ... Fed. R. Civ.
24 Proc. 23.

24 Certification of a settlement class is the appropriate judicial device under these circumstances.

25 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
26 FOLLOWS:

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

1 2. The Court has jurisdiction over the subject matter of the litigation, the Class
2 Representative, the Settlement Class Members, PAGA Representative Action Members, and
3 Defendant.

4 3. The Court finds that the dissemination of the Class Notice as disseminated to the
5 Settlement Class Members, constituted the best notice practicable under the circumstances to all
6 Persons within the definition of the Settlement Class, and fully met the requirements of
7 California law and due process under the United States Constitution. No objections were
8 received by the Parties or the Court through the date of this Order. The Court finds that no
9 Settlement Class Members submitted a request for exclusion from the Settlement as determined
10 by the Settlement Administrator.

11 4. The Court approves the settlement of the above-captioned action, as set forth in
12 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
13 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
14 Agreement.

15 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
16 are to bear their own costs and attorneys' fees.

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

22 7. With respect to the Settlement Class and for purposes of approving the settlement
23 only and for no other purpose, this Court finds and concludes that: (a) the members of the
24 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
25 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
26 community of interest among members of the Settlement Class with respect to the subject matter
27 of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of
28 the members of the Settlement Class; (d) the Class Representative has fairly and adequately

1 protected the interests of the members of the Settlement Class; (e) a class action is superior to
2 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
3 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
4 Plaintiff in her individual and representative capacity and for the Settlement Class.

5 8. Defendant shall fund \$175,000.00 of the total Gross Settlement Amount pursuant
6 to the terms of the Settlement Agreement.

7 9. The Court approves the Individual Settlement Share amounts to be paid to
8 Settlement Class Members, which shall be distributed pursuant to the terms of the Settlement
9 Agreement.

10 10. The \$175,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
11 attorneys' fees in the amount of \$61,250.00 and reimbursement of costs in the amount of
12 \$9,533.71; (b) a service award to the Class Representative Sondra Hernandez to reimburse her
13 for her unique services in the following amount: \$10,000.00; (c) \$15,000.00, which represents 75
14 percent of the PAGA Amount, to be paid to the LWDA for PAGA penalties; (d) \$5,000.00,
15 which represents 25 percent of the PAGA Amount, to be distributed to PAGA Representative
16 Action Members pursuant to the terms of the Settlement Agreement; and (e) \$7,000.00 to the
17 Settlement Administrator, Phoenix Settlement Administrators, for its fees and costs relating to
18 the settlement administration process. The Court finds that these amounts are fair and
19 reasonable. Defendant is directed to make such payments in accordance with the terms of the
20 Settlement Agreement. The allocation and distribution of these amounts shall be performed by
21 the Settlement Administrator.

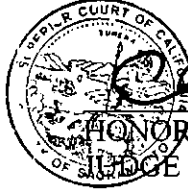
22 11. Funds from Settlement Class Members' and PAGA Representative Action
23 Members' uncashed checks (upon the expiration date) will be distributed to the *cy pres* recipient
24 Legal Aid at Work.

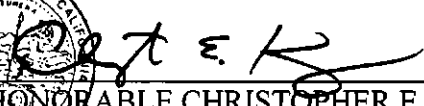
25 12. The Court hereby enters final judgment in this case in accordance with the terms
26 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
27 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
28 over the action and the Parties, including all Settlement Class Members, for purposes of

1 enforcing and interpreting this Order and the Settlement.

2 **IT IS SO ORDERED AND ADJUDGED.**

3
4 DATED: 11-2-2021




HONORABLE CHRISTOPHER E. KRUEGER
JUDGE OF THE SUPERIOR COURT