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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 21 2022

MA L. Howell

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

JESSICA BURROLA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADEMARK COSMETICS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. RIC2002311

*[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Department 6]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD**

Date: February 9, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation ID: 879777550605

Complaint Filed: June 30, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 9, 2022. Having
2 considered the Parties' Settlement Agreement ("Settlement");¹ the documents and evidence
3 presented in support thereof; and recognizing the disputed factual and legal issues involved in this
4 case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant
8 to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS
9 Plaintiff Jessica Burrola's ("Plaintiff") Motion for Approval of Settlement of Claims Brought
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The term "Aggrieved Employees" shall include all current and former non-exempt
12 employees who worked for Trademark Cosmetics, Inc. ("TCI") during the PAGA Period.

13 2. The "PAGA Period" means April 24, 2019 until the date of this Order approving
14 the Settlement.

15 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 4. The Court orders that TCI shall deposit the Maximum Settlement Amount
19 ("MSA") of \$275,000.00² into an account established by the Settlement Administrator within ten
20 (10) business days of this Order.

21 5. The Court hereby approves, as to form and content, the Explanatory Letter
22 submitted by the parties and included as Exhibit A to the Settlement.

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25 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement Agreement, attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt submitted
concurrently with the Motion.

26 ² Pursuant to the Settlement's "Escalator Clause," the MSA may increase if the number of pay
27 periods worked by the Aggrieved Employees from April 24, 2019 to July 1, 2021 is more than
10% greater than 3,237. If the MSA increases, then all amounts based thereon (including the
28 amounts allocated to the LWDA, to Aggrieved Employees, and to attorneys' fees), will increase
commensurately, in accordance with the Settlement.

1 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
2 Administrator.

3 7. Within fifteen (15) business days of this Order, TCI shall provide the Settlement
4 Administrator with a list containing each Aggrieved Employee's full name, last known mailing
5 address, last known telephone number, number of pay periods worked during the PAGA Period,
6 and Social Security number, pursuant to the Settlement. The Settlement Administrator is directed
7 to mail the Individual PAGA Payments and Explanatory Letter to the Aggrieved Employees
8 within fifteen (15) business days after the information regarding the Aggrieved Employees from
9 TCI, pursuant to the terms of the Settlement.

10 8. The Court finds that attorneys' fees in the amount of \$91,666.67 for Plaintiff's
11 counsel, and reimbursement of litigation costs of \$20,369.16 to Plaintiff's counsel, are fair,
12 reasonable, and adequate in light of the authorities cited in the Motion and the fund created by
13 the Settlement, and orders the Settlement Administrator to distribute these payments to Plaintiff's
14 Counsel as provided for in the Settlement.

15 9. The Court orders that the Settlement Administrator shall be paid \$2,150.00 for all
16 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

17 10. The Court finds that the requested Representative Enhancement Award of
18 \$5,000.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions
19 she has made and the risks she undertook, on behalf of the Aggrieved Employees and the State
20 of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as
21 provided for in the Settlement Agreement.

22 11. The Court finds that the amount of \$116,860.63 to be paid to the California Labor
23 and Workforce Development Agency ("LWDA"), representing 75% of the \$155,814.17 allocated
24 as PAGA civil penalties under the Settlement, as provided for by the Settlement, is fair, adequate,
25 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
26 the Settlement Agreement.

27 12. The Court approves the scope of the release as set forth in the Settlement.
28 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and

1 the State of California will have released all of the PAGA Released Claims against the Released
2 Parties, as those terms are defined in the Settlement. The release of the PAGA Released Claims
3 shall extend for the duration of the PAGA Period. No claims for wages are released under the
4 Settlement.

5 13. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
6 bars the Plaintiff from instituting or prosecuting any of the PAGA Released Claims against the
7 Released Parties which were resolved as part of the Settlement. Without affecting the finality of
8 this Judgment and Order in any way, the Court retains jurisdiction to enforce the terms of the
9 Settlement.

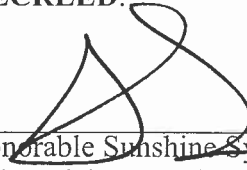
10 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
11 before November 25, 2022.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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14 Dated:

4/20/22

By:


Honorable Sunshine Sykes
Judge of the Superior Court

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17 15. A Final Accounting Hearing
18 is set on 12/14/22 at 9am.
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