

FILED

Superior Court of California
County of Los Angeles

09/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: S. Luqueno Deputy

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

SASHA AIONO, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

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

Defendants.

Case No. 21STCV33719

Honorable Daniel S. Murphy
Department 32

**AMENDED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
INCENTIVE AWARD, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: August 24, 2022
Time: 8:30 a.m.
Dept.: 32

RESERVATION ID: 177760093036

Complaint Filed: September 13, 2021
Trial Date: June 6, 2023

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

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AMENDED [PROPOSED] ORDER

On August 24, 2022, at 8:30 a.m. in Department 32 of the above-entitled Court, located at 111 North Hill Street, Los Angeles, California, 90012, Plaintiff Sasha Aiono's ("Plaintiff") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs ("Motion") came on for hearing before the Honorable Daniel S. Murphy. Blackstone Law, APC appeared on behalf of Plaintiff, and Winston & Strawn appeared on behalf of Defendant Benefit Cosmetics, LLC ("Defendant").

Plaintiff and Defendant (the "Parties") have executed a PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs is granted in its entirety.

2. This Order incorporates by reference the definitions in the PAGA Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("Action").

5. The individuals covered under the Settlement consist of the following individuals: "all individuals who worked for Defendant in the State of California as hourly-paid, non-exempt

employees at any time during the PAGA Period” (the “Representative Action Members”). The PAGA Period is defined as the period commencing on August 10, 2020 and ending on the day this Court enters the Settlement Approval Order.

6. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (the “Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (\$437,500.00) less the approved Attorneys’ Fees and Costs to Plaintiff’s Counsel, Incentive Payment to Plaintiff, and Settlement Administration Costs to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Representative Action Members in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of \$145,833.33 to Blackstone Law, APC for attorneys’ fees. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of \$8,407.18 to Blackstone Law, APC for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Sasha Aiono for an Incentive Payment. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment in the amount of up to \$6,000 to the Settlement
2 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
3 Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 13. The Court approves the Notice of Representative PAGA Action Settlement, attached
6 hereto as Exhibit 1, and the Settlement Administrator shall distribute the Notice of Representative
7 PAGA Action Settlement to Representative Action Members at the same time that it distributes
8 Individual Settlement Share checks to Representative Action Members.

9 14. Defendant shall transmit payment of the Gross Settlement Payment to a qualified
10 settlement account established by the Settlement Administrator for administration of this Settlement
11 by the Settlement Funding Due Date as defined in the Settlement Agreement.

12 15. No later than thirty (30) calendar days after the date this Order granting approval of the
13 Settlement is signed, Defendant shall provide the Settlement Administrator with the Representative
14 Action Members List, in accordance with this Order and Judgment and the Settlement Agreement.
15 The Settlement Administrator shall distribute the Individual Settlement Share checks to Representative
16 Action Members, LWDA Payment to the LWDA, Incentive Payment to Plaintiff, and Attorneys' Fees
17 and Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration Costs, as
18 provided for by this Order and Judgment and the Settlement Agreement, no later than fourteen (14)
19 calendar days after the Settlement Administrator receives the Gross Settlement Payment.

20 16. All Individual Settlement Share checks that are issued to Representative Action
21 Members shall be valid and negotiable up to one hundred and twenty (120) calendar days after the
22 checks are initially mailed to the Representative Action Members, and thereafter, shall be cancelled.
23 Any funds associated with such cancelled checks will be distributed to the State of California's
24 Unclaimed Property Fund.

25 17. Representative Action Members shall not have the right to opt-out of or object to the
26 Settlement. By way of and upon the entry of this Order and Judgment, Plaintiff and each
27 Representative Action Member is deemed to fully release and forever discharge Released Parties from
28 the Released Claims.

18. As of the Effective Date and upon the Settlement Administrator's receipt of the Gross Settlement Payment from Defendant, Plaintiff, Representative Action Members, and the State of California will be deemed to have discharged Defendant and the Released Parties from any and all claims asserted and unasserted, arising during the period from August 10, 2020 through the date this order is signed for civil penalties under California Labor Code section 2698, et seq., as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the operative complaint and in Plaintiff's August 10, 2021 PAGA Notice, including PAGA claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802 and Industrial Welfare Commission Wage Order No. 2-2001 ("Released Claims").

19. No individualized notice of this Order and Judgment is required to be provided to Representative Action Members. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

IT IS SO ORDERED.

Dated: 09/01/2022



A handwritten signature in black ink, appearing to read "Daniel S. Murphy".

Daniel S. Murphy / Judge

The Honorable Daniel S. Murphy
Judge of the Superior Court

PROOF OF SERVICE

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On September 1, 2022, I served a copy of the following document(s):

AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, INCENTIVE AWARD, AND SETTLEMENT ADMINISTRATION COSTS

on the interested parties as follows:

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Attorneys for Defendant Benefit Cosmetics, LLC

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 1, 2022 at Beverly Hills, California.



Stephany Sinaguinan