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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT ARONG, individually and on behalf
of all similarly situated employees of
Defendants in the State of California,

Plaintiff,

v.

INTEGRA BEAUTY, INC., and DOES 1
THROUGH 50, inclusive,

Defendants.

Case No.: 22STCV02760

[Assigned for All Purposes to the Hon. Carolyn
Kuhl, Dept. 12]

CLASS & REPRESENTATIVE ACTION

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

Date: October 29, 2024
Time: 10:30 a.m.
Dept: 12
Judge: Hon. Carolyn Kuhl

Complaint Filed: January 24, 2022
Trial Date: None set

FILED
Superior Court of California
County of Los Angeles

10/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 This matter, having come before the Honorable Carolyn Kuhl in Department 12 of the Superior
2 Court of the State of California for the County of Los Angeles on October 29, 2024, at 10:30 a.m., for the
3 motion by Plaintiff Robert Arong (“Plaintiff” or the “Named Plaintiff”) for Final Approval of Class and
4 PAGA Action Settlement and on Plaintiff’s Application for Attorneys’ Fees and Costs (together, “Motion
5 for Final Approval”) pursuant to California Rules of Court, Rule 3.769 and Labor Code section 2698 *et*
6 *seq.*:

7 On June 20, 2024, this Court granted Plaintiff’s Motion for (1) Preliminary Approval of Class
8 Action and PAGA Settlement, (2) Provisional Certification of the Settlement Class, (3) Approval of the
9 Class Notice and Notice Plan, (4) Appointment of Class Counsel and Class Representative, (5)
10 Appointment of Settlement Administrator, and (6) Setting a Final Approval Hearing and entered an Order
11 in accordance therewith.

12 Having duly considered the Settlement and all other papers, evidence, and oral arguments in this
13 matter to date, including Plaintiff’s Motion for Final Approval, and good cause appearing, the Court grants
14 final approval of the Settlement, enters this Final Approval Order, and ORDERS as follows:

15 1. This Order shall incorporate the parties’ Class Action and PAGA Settlement Agreement
16 and Class Notice (“Settlement” or “Settlement Agreement”) and to the extent that the terms are defined
17 in the Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth
18 in the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached as Exhibit
19 2 to the Declaration of Graham S.P. Hollis in support of Plaintiff’s Motion for Final Approval of Class
20 and PAGA Action Settlement and Application for Attorneys’ Fees and Costs in Connection with Approval
21 of Class and PAGA Action Settlement and is incorporated herein.

22 2. This Court has jurisdiction over the claims asserted in this action and personal jurisdiction
23 over Plaintiff, Defendant, the Class Members, and the Aggrieved Employees (collectively, the “Settlement
24 Class Members”), as defined in the Settlement Agreement.

25 3. This Court finds that the applicable requirements of the California Code of Civil Procedure
26 section 382 and California Rule of Court 3.769, have been satisfied with respect to the Settlement Class
27 Members and the Settlement, and further finds that the Settlement Class has at all times been adequately
28 represented by Plaintiff and Class Counsel. The Court makes final its earlier provisional certification of

1 the following settlement class for the purposes of settlement only: All current and former hourly or non-
2 exempt employees who worked for Defendant in the State of California at any time during the Class
3 Period. The “Class Period” is defined as the period from January 24, 2018, through the date the Court
4 granted preliminary approval of the Settlement, June 20, 2024.

5 4. The “Aggrieved Employees” are all hourly or non-exempt employees who worked for
6 Defendant in California during the PAGA Period. The “PAGA Period” is the period from
7 November 20, 2020, through the end of the Class Period, June 20, 2024.

8 5. The Court finds that the Class and the Aggrieved Employees have at all times been
9 adequately represented by Plaintiff and Class Counsel.

10 6. The Court confirms the following appointments: Plaintiff Robert Arong as the Class
11 Representative, GrahamHollis APC as Class Counsel, and Apex Class Action, LLC as the Administrator.

12 7. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing
13 Date for Final Court Approval that was approved on June 20, 2024, and transmitted to the Settlement
14 Class Members fully and accurately informed the Settlement Class Members of all material elements of
15 the Settlement, including their opportunity to request exclusion from the Settlement or object to the
16 Settlement (notwithstanding the PAGA portion of the Settlement); was the best notice practicable under
17 the circumstances; provided valid, due, and sufficient notice to all Settlement Class Members; and
18 complied fully with the laws of the state of California, the United States Constitution, due process, Rule
19 3.766 of the California Rules of Court, and all other applicable laws.

20 8. Based on the Declaration of Madely Nava for Apex Class Action, LLC, filed in support of
21 the Motion for Final Approval, one Settlement Class Member – Samantha Rivas – submitted a request for
22 exclusion, zero Settlement Class Members submitted an objection, and zero Settlement Class Members
23 submitted a challenge regarding the calculation of the number of pay periods worked. ~~Madely Nava~~ ^{Samantha Rivas} is
24 excluded from the class.

25 9. In accordance with California law, the Court hereby GRANTS final approval of the
26 Settlement and finds it fair, reasonable, adequate, and in the best interest of the Class and the Aggrieved
27 Employees. Specifically, the Court finds that the Settlement is the result of serious, informed, adversarial,
28 and arm’s-length negotiations between the parties and that the terms of the Settlement are, in all respects
fair, adequate, and reasonable. In so finding, the Court has considered all the evidence presented, including

evidence regarding the strength of Plaintiff's case; the risks, expense, and complexity of claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel.

10. The Court ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and the following terms and conditions:

11. The Court finds that a full opportunity has been afforded to the Settlement Class Members to participate in the hearing on Plaintiff's Motion for Final Approval, and all Settlement Class Members and other persons wishing to be heard, have been heard. The Settlement Class Members have had a full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that, pursuant to the Settlement Agreement, and in exchange for the consideration, undertakings, and covenants agreed to by the parties in the Settlement Agreement, and to the fullest extent permitted by applicable law, effective on the date that Defendant pays the Gross Settlement Amount to the Administrator, 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 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 any and all claims for failure to provide meal periods, failure to provide rest periods, failure to pay minimum and regular wages, failure to pay all overtime wages, failure to pay accrued vacation, failure to provide accurate itemized wage statements, failure to timely pay all wages due upon separation of employment, failure to indemnify for all necessary business expenses, failure to provide required sick leave, failure to maintain accurate records, relief under Business & Professions Code (including Section 17200 et seq.), and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in the Operative Complaint. Except as described in the release of PAGA claims, 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.

12. The Court further ORDERS that, pursuant to the Settlement Agreement, and in exchange

1 for the consideration, undertakings, and covenants agreed to by the parties in the Settlement Agreement,
2 and to the fullest extent permitted by applicable law, effective on the date that Defendant pays the Gross
3 Settlement Amount to the Administrator, all Non-Participating Class Members who are Aggrieved
4 Employees are deemed to release, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
6 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
7 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

8 13. It is ORDERED that Settlement Class Members shall be prohibited ~~and permanently~~
9 ~~enjoined~~ from pursuing in any fashion the Released Class Claims against the Defendant Releasees.

10 14. Defendant is ORDERED to fund the Gross Settlement Amount of \$400,000.00. Defendant
11 is further ORDERED to fund the settlement not later than fifteen business days after the Court grants final
12 approval of the Settlement.

13 15. Apex Class Action, LLC, the Administrator, is ORDERED to distribute the Settlement
14 funds in accordance with the terms of the Settlement Agreement.

15 16. Apex Class Action, LLC, the Administrator, is ORDERED to post this Order on its website
16 as outlined in the Settlement Agreement.

17 17. In accordance with Labor Code section 2699(l)(2), the Court has reviewed the Settlement
18 Agreement as it relates to the allocation of civil penalties under the PAGA. The Court finds that the
19 allocation of \$20,000.00 in civil penalties for claims under the PAGA is fair, reasonable, and appropriate.
20 The Court GRANTS approval of the \$20,000.00 allocation towards claims under the PAGA. The Court
21 ORDERS that \$15,000.00 (75% of \$20,000.00) be paid to the California Labor and Workforce
22 Development Agency ("LWDA"), as required by the statute. The Court ORDERS that \$5,000.00 (25% of
23 \$20,000.00) be allocated to the Aggrieved Employees based on the number of workweeks each member
24 of the Aggrieved Employees worked during the PAGA Period. The Court further finds that Plaintiff fully
25 complied with California Labor Code §§ 2699.3 and 2699(l). The Court hereby approves this Settlement
26 of PAGA claims pursuant to California Labor Code § 2699(l)(2). Accordingly, the LWDA shall be bound
27 by the release(s) of PAGA claims set forth in the Settlement. In addition, all Aggrieved Employees
28 attempting to stand in the shoes of the LWDA and/or the State of California and other purported

1 “aggrieved employees” under the PAGA, or attempting to recover penalties from a PAGA action filed by
2 another purported “aggrieved employee,” shall be bound by the release(s) of PAGA claims set forth in the
3 Settlement and shall be barred from prosecuting and/or participating in such PAGA action and/or PAGA
4 recovery, regardless of whether they submitted a request for exclusion from the Settlement.

5 18. The Court ORDERS that the amount of the Net Settlement Amount be distributed to
6 Settlement Class Members based on each Settlement Class Member’s number of workweeks worked
7 during the Class Period, as described in the Settlement Agreement.

8 19. The Court finds that the requested Class Representative Service Payment of \$2,500.00 to
9 named Plaintiff Robert Arong is fair and reasonable for the work performed and the risks associated with
10 bringing this Action. The Court awards and thus ORDERS that the Administrator issue a Class
11 Representative Service Payment to Plaintiff in the amount of \$2,500.00. The Service Payment is in
12 addition to Plaintiff’s respective Individual Class Payment and/or Individual PAGA Payment under the
13 Settlement.

14 20. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of
15 \$133,333.33 falls within the range of reasonableness and the result achieved justifies the award sought.
16 The Court further finds that the fee splitting agreement between GrahamHollis, APC and Hekmat Law
17 Group meets the standards of California Rules of Court, Rule 3.769 and California Rules of Professional
18 Conduct, Rule 2-200, and that the fee splitting agreement has received the consent of Plaintiff. The Court
19 awards and therefore ORDERS the Administrator to issue attorneys’ fees in the amount of \$133,333.33
20 to GrahamHollis APC and Hekmat Law Group.

21 21. The Court finds that Class Counsel’s request for litigation costs incurred in the amount of
22 \$20,539.82 falls within the range of reasonableness and the result achieved justifies the award sought. The
23 Court awards and thus ORDERS that the Administrator issue payment for litigation costs incurred in the
24 amount of \$20,539.82 to GrahamHollis APC.

25 22. The Court finds that the request for settlement administration costs in the amount of
26 \$7,800.00 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Administrator
27 issue payment for the Administration Expenses Payment to Apex Class Action, LLC in the amount of
28 \$7,800.00.

23. Plaintiff's Motion for Final Approval is GRANTED.

24. ~~A compliance hearing shall be held on _____ at _____ a.m./p.m.
in Department 12 of the above-entitled court.~~ Class Counsel shall submit a compliance hearing statement
by June 24, 2025. A non-appearance case review is
~~five court days prior to the compliance hearing.~~ set for June 26, 2025.

25. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
exclusive and continuing jurisdiction over this action and the parties for the purposes of: (a) supervising
the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this
Settlement.

26. Pursuant to the Settlement, the Parties are hereby authorized, without needing further
approval from the Court, to agree to and adopt such amendments to, and modifications and expansions of,
the Settlement, as are in writing and signed by the Parties' counsel and are consistent with this Order.

IT IS SO ORDERED.

10/29/2024

Dated: _____



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Honorable Carolyn Kuhl
Judge of the Superior Court