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Attorneys for Plaintiff, *Claudia Ek*

FILED
 Superior Court of California
 County of Los Angeles

06/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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

CLAUDIA EK, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

SCIENCE OF SKINCARE, LLC, a limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: 22STCV02974

[Honorable Carolyn B. Kuhl,
 Department 12]

**~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING PLAINTIFF CLAUDIA EK'S
 MOTION FOR FINAL APPROVAL OF
 CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT**

[Filed with Plaintiff Claudia Ek's Notice of
 Motion and Motion for Final Approval,
 Declaration of Kane Moon,
 Declaration of Plaintiff Claudia Ek, and
 Declaration of Gillian McCreedy]

FINAL APPROVAL HEARING

Date: June 4, 2024

Time: 10:30 a.m.

Dept: 12

Complaint Filed: January 25, 2022

Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Claudia Ek’s Motion for Preliminary Approval
2 of Class Action and PAGA Settlement Agreement on November 30, 2023. Plaintiff Claudia Ek
3 (“Plaintiff”) now seeks an Order and Judgment Granting Final Approval of the same Class Action
4 and PAGA Settlement Agreement (“Settlement”) between Plaintiff and Defendant Science of
5 Skincare, LLC (“Defendant”), attached to the Declaration of Kane Moon in Support of Plaintiff’s
6 Motion for Final Approval of Class Action and PAGA Settlement Agreement as **Exhibit 2**.

7 The Court, having considered Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action and PAGA Settlement Agreement (“Motion”), the supporting Declarations and Exhibits
9 therein, the records and files in this Action, and the absence of any written objections to the
10 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS**
11 **FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
13 forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
15 Class Members, all Aggrieved Employees, and Defendant.

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to any limitations on the requested fees and payments as set forth below.

18 For purposes of effectuating the Settlement, **the following Class is hereby certified: all**
19 **persons who worked for any Defendant in California as an hourly, non-exempt employee at**
20 **any time during the period from January 25, 2018 through November 30, 2023. *Settlement*, ¶**
21 **1.5, 1.12.**

22 No Class Members have objected to the terms of the Settlement, and one Class Member,
23 Elizabeth Holmquist, has requested exclusion from the Settlement. *Declaration of Gillian McCreedy*
24 (*“McCreedy Decl.”*), ¶¶ 12, 13.

25 Effective on the date Defendant fully funds the entire Gross Settlement Amount and all
26 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all
27 Participating Class Members, and all Aggrieved Employees will release claims against all Released
28 Parties as stated in the Settlement and reproduced here. *Settlement*, ¶ 5.

1. **Plaintiff's Release:** Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences up to the signing of this Agreement, including any claims or causes of action related to his employment with Defendant. *Settlement*, ¶ 5.1. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. *Id.* Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. *Id.* For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code. *Settlement*, ¶ 5.1.1.
2. **Release by Participating Class Members:** 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, e.g., all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including, but not limited to, the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged

and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims. Except as set forth in Section 5.3 of this Agreement, 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.. *Settlement*, ¶ 5.2.

3. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, e.g., all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders based on all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action.. *Settlement*, ¶ 5.3.

4. **Released Parties** means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, and affiliates as well as each of its past, present and

future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant. *Settlement*, ¶ 1.41.

5. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date. *Settlement*, ¶ 4.3.
6. **Effective Date** means the date on which the Final Award becomes final. For purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting Final Approval (this time period shall not be less than 60 calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of the Order Granting Final Approval becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval. If there are no objector(s) or intervenor(s), then the Parties agree that there is no right to appeal and therefore this Settlement shall be deemed final and the Effective Date shall be ten (10) days after the Court has entered a Final Approval Order and Judgment which approves the Settlement; provided, however, in the event an appeal is filed, Plaintiff will file the appropriate motion to dismiss and if such appeal is filed before the settlement payments are mailed, such mailing shall be stayed until the appeal has been dismissed. It is the intention of the Parties that the Settlement shall not become effective until the Court's Final Order approving the Settlement has become completely final, and no timely recourse remains for an appellant or objector to contest the Settlement. *Settlement*, ¶ 1.18.

1 The Gross Settlement Amount and methodology used to calculate and pay the Individual Class
2 Payments and Individual PAGA Payments is fair and reasonable. The Administrator is authorized to
3 pay the Individual Class Payments and Individual PAGA Payments to the Participating Class Members
4 and Aggrieved Employees in accordance with the terms of the Settlement.

5 Defendant shall pay a total of \$415,000.00 to resolve this Action. *Settlement*, ¶ 1.22.
6 Defendant will remit the Gross Settlement Amount and the amounts necessary to fully pay its share
7 of payroll taxes to the Administrator no later than fourteen (14) days after the Effective Date.
8 *Settlement*, ¶ 4.3. Within fourteen (14) days after receiving the Gross Settlement Amount in full, the
9 Administrator shall distribute all payments from the Settlement fund. *Settlement*, ¶ 4.4.

10 From the Gross Settlement Amount, PAGA Penalties in the amount of \$30,000.00 shall be
11 paid to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved
12 Employees. The LWDA shall receive 75% of the PAGA Penalties, or \$22,500.00, and the Aggrieved
13 Employees shall receive 25% of the PAGA Penalties, or \$7,500.00, pursuant to the California Private
14 Attorneys General Act of 2004, Labor Code sections 2699, et seq. *Settlement*, ¶ 3.2.5.

15 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
16 of \$5,000.00 shall be paid to Plaintiff Claudia Ek for her service to the Class and general release of
17 claims. *Settlement*, ¶ 3.2.1. Claudia Ek is hereby confirmed as Class Representative.

18 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
19 \$9,000.00 shall be paid to the designated Administrator, Simpluris, Inc. *Settlement*, ¶ 3.2.3;
20 *McCreedy Decl.*, ¶ 17.

21 From the Gross Settlement Amount, a Class Counsel Fees Payment of one-third of the Gross
22 Settlement Amount, or \$138,333.33, and a Class Counsel Litigation Expenses Payment of
23 \$19,064.57 shall be paid to Class Counsel for their reasonable fees and actual costs incurred in
24 furtherance of this Action. *Settlement*, ¶ 3.2.2; *Moon Decl.*, Exh. 5. The Parties shall otherwise bear
25 their own respective attorneys' fees and costs, except as provided for in the Settlement and approved
26 by the Court. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
27 The Court finds that the fees are reasonable in light of the benefit provided to the Class. Moon Law
28 Group, P.C. is hereby confirmed as Class Counsel.

1 The Notice provided to the Class conformed with the requirements of California Rules of
2 Court rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances,
3 providing individual notice to all Class Members who could be identified through reasonable effort
4 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
5 *McCreedy Decl.*, ¶¶ 5-9. The Notice fully satisfies the requirements of Due Process.

6 The Parties are ordered to have notice of this Final Order and Judgment provided to all
7 Participating Class Members and Aggrieved Employees, in accordance with California Rules of
8 Court section 3.771(b), and to have the Individual Class Payments and Individual PAGA Payments
9 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor
10 Code section 2699(1). *Settlement*, ¶ 4.4.1.

11 Following entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and
12 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
13 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
14 by law. *Settlement*, ¶ 10.3.

15 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
16 to be immediately appealable.

17 Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered in
18 accordance with the terms of this Order.

19 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
20 March 13, 2025, 2025 at _____ in Department 12. Class Counsel is ordered to file a final
21 report and declaration regarding distribution no later than March 10, 2025.

22 **IT IS SO ORDERED.**

23 DATE: 06/04/2024



Carolyn B. Kuhl

24 Carolyn B. Kuhl / Judge
Honorable Carolyn B. Kuhl, Judge of the Superior Court of
25 California for the County of Los Angeles
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