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Clerk of the Superior Court
By Carla Boston, Deputy Clerk

Kane Moon, Esq. (SBN 249834)
Allen Feghali, Esq. (SBN 301080)
Charlotte Mikat-Stevens, Esq. (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff JACQUELINE BRAUN WILLIAMSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JACQUELINE BRAUN WILLIAMSON,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

STRATA SKIN SCIENCES, INC., a Delaware
corporation; SUNA SOLUTIONS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 37-2022-00010879

CLASS AND REPRESENTATIVE ACTION

[Hon. Kenneth J. Medel, Dept. C-66]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT**

[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and
the Declarations of Kane Moon, Nathalie
Hernandez, and Plaintiff]

FINAL APPROVAL HEARING:

Date: April 5, 2024

Time: 9:30 a.m.

Dept.: C-66

Action Filed: March 22, 2022

Trial Date: None set

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On December 1, 2023, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification
5 and approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Jacqueline Braun Williamson ("Plaintiff") and
8 Defendants Strata Skin Sciences, Inc. and Suna Solutions, Inc. ("Defendants") (Defendants together
9 with Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement
10 Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the
11 Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action
12 and PAGA Settlement that was filed on June 23, 2023.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of the Class Counsel Fees and Litigation Expenses, Class
15 Representative Service award, Administration Expenses, and PAGA Remedies, and whether the
16 Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
17 (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order and
18 Judgment.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department C-66 of this Court, the
27 Honorable Kenneth J. Medel presiding, on April 5, 2024.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final
10 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following Class (the "Settlement
12 Class"): All current and former non-exempt employees of Defendant Strata Skin Sciences, Inc.
13 within the State of California at any time during the Class Period, as well as all current and former
14 non-exempt employees of Defendant Suna Solutions, Inc. who performed work for Defendant Strata
15 Skin Sciences, Inc. within the State of California at any time during the Class Period. The "Class
16 Period" is March 12, 2021 to the date the Court preliminarily approved of the Settlement (December
17 1, 2023). Excluded from the Settlement Class are any Class Member who opted out of the Settlement
18 by sending the Administrator a valid and timely Request for Exclusion.

19 5. Notwithstanding the submission of a Request for Exclusion, Class Members who are
20 also Aggrieved Employees are still bound by the settlement and release of the Released PAGA
21 Claims, as requests to be excluded from the Settlement do not apply to the Released PAGA Claims.

22 6. The deadline to submit a Request for Exclusion or to submit written objections to the
23 Settlement was February 16, 2024.

24 7. No Requests for Exclusion were received.

25 8. All Class Members had an opportunity to object to the Settlement. No written
26 objections were received.

27 9. The Court-approved Notice of Proposed Class Action Settlement (the "Class
28 Notice"), which was attached to the Settlement as **Exhibit A** and provided to the Class pursuant to

1 the plan for distribution described under the Settlement, conformed with the requirements of rules
2 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under
3 the circumstances, by providing individual and adequate notice of the proceedings and of the matters
4 set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process
5 and provided the Class Members with adequate instructions and a variety of means to obtain
6 additional information.

7 10. A full opportunity has been afforded to Class Members to participate in the Final
8 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
9 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
10 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
11 Members who did not submit a valid and timely Request for Exclusion ("Participating Class
12 Members") are bound by this Final Approval Order and Judgment.

13 11. Releases of Claims. Effective on the date when Defendants fully fund the entire Gross
14 Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all
15 Released Parties as follows:

16 a. Identity of Released Parties. "Released Parties" means: Defendants and any parent,
17 subsidiary, affiliate, predecessor, or successor, and all agents, employees (current and
18 former), officers, directors, insurers, and attorneys.

19 b. Plaintiff's Release. In addition to the releases made in Paragraphs 5.2 and 5.3 of this
20 Agreement, Plaintiff and her respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns generally, release and
22 discharge Released Parties from all claims, demands, rights, liabilities, and causes of
23 action of every nature and description whatsoever, known or unknown, asserted or
24 that might have been asserted, whether in tort, contract, or for violation of any state
25 or federal statute, rule, or regulation arising out of, relating to, or in connection with
26 any act or omission by or on the part of any of the Released Parties committed or
27 omitted prior to the execution hereof.

28 i. For purposes of Plaintiff's Release, Plaintiff expressly waives and

1 relinquishes, to the fullest extent permitted by law, the provisions, rights,
2 and benefits, if any, of Section 1542 of the California Civil Code, which
3 provides: A general release does not extend to claims that the creditor or
4 releasing party does not know or suspect to exist in his or her favor at the
5 time of executing the release, and that if known by him or her would have
6 materially affected his or her settlement with the debtor or Released Party.

7 c. Released Class Claims. All Participating Class Members, on behalf of themselves and
8 each of their heirs, representatives, successors, assigns, and attorneys, release
9 Released Parties from all claims which arise from the facts asserted in the Action or
10 that could have been asserted in the Action, including all claims under the California
11 Labor Code as alleged in the Action, including violations for meal periods, rest breaks,
12 unpaid overtime and minimum wages, timely payment of wages, wage statements,
13 waiting time penalties, unreimbursed business expenses, and violations of California
14 Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

15 d. Released PAGA Claims. All Class Members who are Aggrieved Employees are
16 deemed to release, on behalf of themselves and each of their heirs, representatives,
17 successors, assigns, and attorneys, release Released Parties from all claims which
18 arise from the facts asserted in the Action or that could have been asserted in the
19 Action, including all claims for penalties under the Private Attorneys General Act
20 sections 2698, *et seq.*, for violations of the California Labor Code as alleged in the
21 Action, including violations for meal periods, rest breaks, unpaid overtime and
22 minimum wages, timely payment of wages, wage statements, waiting time penalties,
23 unreimbursed business expenses, and violations of California Unfair Competition
24 Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

25 12. Release by Defendants. Effective on the date when Defendants fully fund the entire
26 Gross Settlement Amount:

27 a. Other than with respect to obligations identified in this Agreement, Defendants
28 stipulate and agree that Defendant Strata Skin Sciences, Inc. will release Defendant

1 Suna Solutions, Inc., its parent, subsidiary, affiliate, predecessor or successor, and
2 all agents, employees (current and former), officers, directors, insurers, and
3 attorneys, and Defendant Suna Solutions, Inc. will release Defendant Strata Skin
4 Sciences, Inc., its parent, subsidiary, affiliate, predecessor or successor, and all
5 agents, employees (current and former), officers, directors, insurers, and attorneys,
6 from all claims, demands, rights, liabilities, and causes of action of every nature
7 and description whatsoever, known or unknown, asserted or that might have been
8 asserted, whether in tort, contract, or for violation of any state or federal statute,
9 rule, or regulation arising out of, relating to, or in connection with any act or
10 omission by or on the part of either Defendant as to the other committed or omitted
11 prior to the execution of this Agreement ("Defendants' Release").

12 b. Other than with respect to obligations identified in this Agreement, Defendants each
13 expressly waive and relinquish, to the fullest extent permitted by law, the
14 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any
15 other provision under federal or state law, which provides: "**A general release does**
16 **not extend to claims that the creditor or releasing party does not know or**
17 **suspect to exist in his or her favor at the time of executing the release, and that**
18 **if known by him or her would have materially affected his or her settlement**
19 **with the debtor or Released Party.**" Defendants understand that Defendant's
20 general release does not release any claims that they cannot lawfully release and are
21 not waiving any right that cannot be waived by law.

22 c. Defendant Suna Solutions, Inc. shall be responsible for 15% of the payment of the
23 Gross Settlement Amount, and Defendant Strata Skin Sciences, Inc. shall be
24 responsible for 85% of the payment of the Gross Settlement Amount (except that
25 any increase due to operation of the escalator clause shall be the sole responsibility
26 of Defendant Strata Skin Sciences, Inc.). Each Defendant shall be solely responsible
27 for payment of its portion of the Gross Settlement Amount, and shall mutually
28 release and hold the other Defendant harmless from any liability and/or any claims

1 arising from breach of this Agreement.

2 13. The Parties shall bear their own respective attorneys' fees and costs, except as
3 otherwise provided for in the Settlement and approved by the Court.

4 14. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
5 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
6 Remedies Payments to Participating Class Members and Aggrieved Employees, respectively, are fair
7 and reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
8 shares in accordance with the terms of the Settlement.

9 15. Defendants are ordered to fully fund the GSA (\$125,000.00), and also the amounts
10 necessary to fully pay Defendants' employers' share of payroll taxes owed on the Wage Portions of
11 the Individual Class Payments, by transmitting the funds to the Administrator no later than thirty (30)
12 days after the Effective Date, as that term is defined under the Settlement.

13 16. Within fourteen (14) days after Defendants fund the GSA, the Administrator shall
14 disburse, in the amounts approved by the Court as provided below, the following payments: (1) the
15 Class Counsel Fees Payment; (2) the Class Counsel Litigation Expenses Payment; (3) the Class
16 Representative Service Payment; (4) the Administration Expenses Payment; (5) the LWDA PAGA
17 Payment; and (6) the 25% share of PAGA Remedies payable to Aggrieved Employees in Individual
18 PAGA Payments. The remainder shall constitute the Net Settlement Amount and be distributed to
19 Participating Class Members in Individual Class Payments.

20 17. A total amount of \$10,000.00 shall be allocated as "PAGA Remedies," payable from
21 the GSA, in settlement of Released PAGA Claims under the California Private Attorneys General
22 Act, Labor Code §§ 2698, *et seq.* ("PAGA"), and distributed as follows: 75% (\$7,500.00) to the
23 California Labor and Workforce Development Agency (the "LWDA") (the "LWDA PAGA
24 Payment") and 25% (\$2,500.00) to Aggrieved Employees. The LWDA and Aggrieved Employees'
25 claims for the Released PAGA Claims are hereby extinguished.

26 18. The Court confirms the appointment of Plaintiff as the Class Representative, for
27 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
28 Participating Class Member and Aggrieved Employee, the Court approves and orders a service

1 payment to Plaintiff in the amount of \$5,000.00 (the "Class Representative Service Payment"),
2 payable from the GSA, for her role and service as the Class Representative, for the risks and work
3 attendant to that role, and for her general release of claims and waiver of section 1542 rights.

4 19. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
5 Mikat-Stevens of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
6 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
7 Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests.
8 The Court approves and orders the payments to Class Counsel, payable from the GSA, of \$41,666.67
9 for reasonable attorneys' fees (the "Class Counsel Fees Payment"), and of \$14,510.33 for
10 reimbursement of out-of-pocket costs (the "Class Counsel Litigation Expenses Payment"). The Court
11 finds that these amounts are reasonable considering the benefits provided to the Class.

12 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
13 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
14 Administrator of \$5,650.00 (the "Administration Expenses Payment"), payable from the GSA, for
15 settlement administration.

16 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
17 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
18 transmit those amounts to the California Controller's Unclaimed Property Fund in the name of each
19 Participating Class Member and/or Aggrieved Employee who failed to cash their settlement check
20 prior to the void date, thereby leaving no "unpaid residue" subject to the requirements of California
21 Code of Civil Procedure section 384, subd. (b).

22 22. In accordance with California Rule of Court 3.771(b), notice of Judgment will be
23 given to the Settlement Class by the Administrator, who will provide a copy to each Class Member
24 with their individual settlement payment.

25 23. This Final Approval Order and Judgment is intended to be a final disposition of the
26 Action in its entirety and is intended to be immediately appealable.

27 24. The obligations set forth in the Settlement are deemed part of this Final Approval
28 Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement

1 according to its terms and provisions.

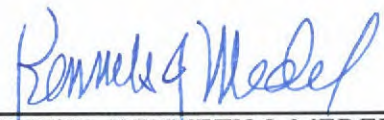
2 25. Following entry of Judgment, and without affecting the finality thereof, pursuant to
3 California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over
4 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Settlement and/or
5 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
6 matters as are permitted by law.

7 26. The Settlement is finally approved but is not an admission by Defendants of the
8 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
9 law. Neither the Settlement nor any related document shall be offered or received in evidence in
10 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
11 necessary to consummate or enforce the Settlement.

12 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
13 February 28, 2025 at 1:30 a.m./p.m. in Department C-66. Class Counsel are ordered to file
14 a final report and declaration by the Administrator regarding settlement distribution no later than
15 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
16 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
17 Agreement are complete.

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

19 DATE: 4.5.24

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21 _____
22 THE HON. KENNETH J. MEDEL
23 Judge of the Superior Court, San Diego County
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