

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff TESSA TEUSCHER
on behalf of herself and all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

TESSA TEUSCHER, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

SALLY BEAUTY SUPPLY, LLC, a Virginia
Limited Liability Company; SALLY BEAUTY
HOLDINGS, INC., a Delaware Corporation,
and DOES 1-50, inclusive.

Defendants.

Case No. CV2022-1842
Assigned For All Purposes to:
Hon. Samuel T. McAdam

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AGREEMENT**

Date: August 7, 2025
Time: 9:00 a.m.
Dept: 14

Complaint Filed: October 25, 2022
Trial: Not Set

1 This matter came before the Court on August 7, 2025 at 9:00 a.m. on Plaintiff Tessa
2 Teuscher's ("Plaintiff") Motion for Approval of PAGA Settlement Agreement (the "Approval
3 Motion"). Having considered the PAGA Settlement Agreement ("Settlement") reached between
4 Plaintiff and Defendants Sally Beauty Holdings, Inc. and Sally Beauty Supply, LLC
5 ("Defendants")(collectively with Plaintiff, the "Parties"), the Approval Motion, the supporting
6 papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants
7 approval of the Settlement and HEREBY ORDERS THE FOLLOWING:

8 1. Except as otherwise specified in this Order Granting Approval of PAGA Settlement
9 Agreement ("Order"), the Court hereby adopts and incorporates by reference the terms and
10 conditions of the Settlement. A copy of the Settlement is attached to this Order as **Exhibit 1**.
11 Except as otherwise defined in this Order, all capitalized terms have the same meaning as defined
12 in the Settlement.

13 2. The Court has jurisdiction over this litigation, over all Aggrieved Employees, and
14 over those persons undertaking affirmative obligations under the Settlement.

15 3. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"),
16 Cal. Lab. Code §§ 2699(1)(2), (1)(4), the California Labor Workforce and Development Agency
17 ("LWDA") has been provided notice of the settlement. In particular, on the date Plaintiff filed the
18 Approval Motion, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the
19 Settlement. Plaintiff's Notice of Settlement to the LWDA complied with the notice requirements
20 of PAGA.

21 4. The Settlement is approved as fair, reasonable, and adequate pursuant to Labor
22 Code section 2699. The Parties are directed to effectuate the Settlement according to its terms and
23 this Order.

24 5. The proposed PAGA Settlement Notice to Aggrieved Employees, attached as
25 **Exhibit 6** to the Declaration of James R. Hawkins, fairly and adequately describes the Action, the
26 approved Settlement, and is the best notice practicable under the circumstances.

27 6. The Court approves the release of all Released PAGA Claims as set forth in the
28 Settlement.

1 7. Pursuant to Labor Code § 2699(1)(2), the Court approves (i) the Gross Settlement
2 Amount (\$1,090,000.00) for the resolution of the Action and compromise of claims brought under
3 PAGA as to the Aggrieved Employees and (ii) the methodology in the Settlement used to calculate
4 the LWDA PAGA Payment and Individual PAGA Payments to be paid from the Net Settlement
5 Amount.

6 8. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid
7 to the State of California Labor Workforce Development Agency (“LWDA Payment”). The
8 remaining 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees in
9 accordance with the terms of the Settlement. The Court authorizes the Settlement Administrator
10 to pay the LWDA Payment and the Individual PAGA Payments in accordance with the terms of
11 the Settlement.

12 9. The Court approves a PAGA Representative Service Payment to Plaintiff Tessa
13 Teuscher in the amount of \$2,500.00 to be paid from the Gross Settlement Amount. This payment
14 is in recognition for her service as a representative and as compensation for the efforts and risks
15 she has undertaken in serving as the representative.

16 10. The Court approves Apex Class Action LLC (“Apex”) to act as the Settlement
17 Administrator and authorizes the Settlement Administrator to calculate and pay the LWDA
18 Payment and the Individual PAGA Payments, in accordance with the terms of the Settlement. The
19 Court approves payment to the Settlement Administrator of its actual fees and costs in accordance
20 with the terms of the Settlement in the amount of \$21,690.00.

21 11. The Court approves James R. Hawkins and Christina M. Lucio of James Hawkins
22 APLC as PAGA Counsel.

23 12. The Court awards PAGA Counsel’s attorneys’ fees in the amount of 1/3 of the
24 Gross Settlement Amount, or \$363,333.33, and actual litigation costs not to exceed \$25,593.15.
25 The Court authorizes the Settlement Administrator to make these payments, in accordance with
26 the terms of the Settlement.

27 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
28 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA

1 Payments uncashed after 180 days will be transmitted to the California State Controller's Office,
2 Unclaimed Property Division, to be held in the name of the Aggrieved Employee.

3 14. Within 14 calendar days after the completion of the Settlement Administration
4 proceedings as provided in the Settlement, the Settlement Administrator will serve a written
5 certificate of completion on counsel for the Parties. Within 14 calendar days after receipt of the
6 written certificate of completion, Plaintiff shall submit to the Court a declaration confirming that
7 the Gross Settlement Amount has been paid and distributed in accordance with the Settlement and
8 this Order.

9 15. The Settlement covers all persons employed by Defendants in California and
10 classified as non-exempt employees during the PAGA Period. The "PAGA Period" shall mean the
11 period from August 18, 2021, to August 7, 2025.

12 16. Without affecting the finality of this Order, the Court retains exclusive and
13 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
14 and enforcing this Order.

15 17. Nothing in this Order or the Settlement shall be construed as an admission or
16 concession by any party. The Settlement and this resulting Order simply represent a compromise
17 of disputed allegations.

18 18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
19 calendar days of the date of this Order.

20 19. Except as otherwise provided in the Settlement and this Order, the Parties shall bear
21 their own costs, expenses, and attorney fees incurred in connection with the Action.

22 **IT IS SO ORDERED:**

23
24 DATED: _____

Honorable Samuel T. McAdam
Judge of the Superior Court