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FILED
Superior Court of California
County of Los Angeles
11/03/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VANESSA HERNANDEZ née GONZALEZ, an individual, on behalf of herself and others similarly situated,

Plaintiff,

v.

DERMCARE MANAGEMENT, LLC, a Florida limited liability company; SKIN AND BEAUTY CENTER, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22STCV40910
Related Case No. 23STCV16829

Assigned for All Purposes To:
Hon. Theresa M. Traber
Dept. 1

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: October 26, 2026
Time: 10:30 a.m.
Dept.: 1

Action Filed: December 29, 2022

Plaintiff Vanessa Hernandez's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on October 26, 2026, at 10:30 a.m., in Department 1 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendants DermCare Management, LLC and Skin and Beauty Center, Inc. ("Defendants") (Plaintiff and Defendants collectively, the "Parties"), a copy of which is attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On June 16, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on June 16, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the Class Period.

3. "Class Period" means the period from July 4, 2018 to November 30, 2025.

4. The Court appoints Plaintiff Vanessa Hernandez as Class Representative for settlement purposes only.

5. The Court appoints John G. Yslas, Jeffrey C. Bils, Shealene Mancuso, Mohamed Bholat, and Lucy H. Nguyen of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than twenty-one (21) days after the Effective Date as defined in the Settlement Agreement, Defendants will transfer the Gross Settlement Amount of $850,000.00 to the Settlement Administrator.

14. Within ten (10) days after Defendants fully fund the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Vanessa Hernandez in the amount of ~~$10,000.00~~ $7,500.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $42,500.00 with the LWDA to receive 75% ($31,875.00), and the remaining 25% ($10,625.00) to be distributed to Aggrieved Employees, defined all persons who worked for Defendants in California as an hourly-paid or non-exempt employee from August 22, 2022 to November 30, 2025. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees

to Class Counsel in the amount of $283,333.33, and the reimbursement of litigation costs in the amount of $31,965.22. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $8,850.00 to the Settlement Administrator, ILYM Group, Inc.

20. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

21. Effective on the date when Defendants fully fund the Gross Settlement Amount and pay the employer's contribution to FICA equal to 7.5% on the portion attributed to wages on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released Class Claims: "All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The

enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period."

(b) Released PAGA Claims: "All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's May 17, 2023 PAGA Notices, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201–203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period."

22. "Released Parties" means Defendants, and each of their current and former affiliates, heirs, successors, predecessors and assigns, as well as each of their respective past and present agents, directors, owners, members, managing members, officers, shareholders, investors, advisors, partners, insurers, representatives, consultants, attorneys and employees.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Non-appearance Settlement Compliance Hearing is set for 7/16/2027, at 4:00 ~~a.m.~~/p.m. ~~or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m.~~ in Department 1 of the above-captioned Court.

28. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than five (5) court ~~15~~ days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: 11/03/2026

HONORABLE THERESA M. TRABER
JUDGE OF THE SUPERIOR COURT