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FILED
Superior Court of California
County of Los Angeles

09/16/2025

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**

AUDREY RISEN-ANDERSON, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

HYDRAFACIAL LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 23STCV31228

Assigned for All Purposes to:
Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

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

Hearing Date: September 16, 2025
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: December 20, 2023
FAC Filed: May 13, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Audrey Risen-Anderson and
2 Francisco Torres’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and
3 considering papers submitted in support, including the Class Action and PAGA Settlement
4 Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On January 17, 2025, Plaintiffs and Defendant Hydrafacial LLC (“Defendant”) entered
6 the Settlement Agreement.

7 On May 6, 2025, the Court entered an order preliminarily approving the settlement of this
8 lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section 382
9 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing Class
10 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
11 and scheduling a Final Approval Hearing.

12 On September 16, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees employed by Defendant within the State of California at any time
26 during the period from December 20, 2019, through January 24, 2025 (“Class,” “Class
27 Members,” and “Class Period”). There are four hundred forty-four (444) Class Members who did
28 not submit valid and timely Requests for Exclusion (“Participating Class Members”).

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement and satisfied the requirements
3 of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to Class Members have been implemented pursuant to the Agreement and
7 Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement and their rights; (iii) their right to object to any aspect of the
11 Agreement; (iv) their right to exclude themselves from the Settlement;
12 (v) their right to receive settlement payments; (vi) their right to appear at
13 the Final Approval Hearing; and (vii) the binding effect of the orders and
14 judgment in this lawsuit on all Participating Class Members;
15 b. Constitutes notice that fully satisfied the requirements of Code of Civil
16 Procedure section 382, Rule of Court 3.769, and due process;
17 c. Constitutes the best practicable notice to the Class Members under the
18 circumstances of this lawsuit; and
19 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

20 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
21 preclude any action to enforce the terms and provisions of the Settlement.

22 7. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
24 experienced counsel who have carried out and meaningfully investigated the disputed claims.
25 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
26 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
27 Settlement Agreement according to its terms and provisions.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement
2 and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
5 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
6 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
7 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
8 Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

9 9. Release by the Participating Class Members. Effective on the date when
10 Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed
11 on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on
12 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, release the Released Parties from the Released Class
14 Claims.

15 a. Release by the Aggrieved Employee. Effective on the date when
16 Defendant fully funds the Gross Settlement Amount and funds all
17 employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all the Participating and Non-Participating Class Members, who
19 are Aggrieved Employees, are deemed to release, on behalf of themselves
20 and their former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, the Released Parties from the
22 Released PAGA Claims.

23 b. Release by Plaintiffs. Effective on the date when Defendant fully funds the
24 Gross Settlement Amount and funds all employer payroll taxes owed on
25 the Wage Portion of the Individual Class Payments, Plaintiffs and their
26 former and present spouses, representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns generally release and discharge the
28 Released Parties from the Plaintiffs’ Release. Plaintiffs also expressly

waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and its past, present, and future parent companies, shareholders, members, predecessors, successors, all affiliates, subsidiaries, divisions, officers, directors, owners, partners, units, principals, heirs, assigns, agents (including any investment bankers, accountants, auditors, consultants, insurers, reinsurers, predecessors in interest, beneficiaries, executors, members, privies, administrators, fiduciaries and trustees, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$850,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
\$283,333.33
Payment. The Court finds the Class Counsel Fees Payment of ~~\$297,500~~, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs of ~~\$19,100.98~~ ^{\$18,100.98}, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related to this matter.

a. Courts have an independent right and responsibility to review Class Counsel Fees Payments and only award so much as determined reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of ~~\$297,500~~ ^{\$293,333.33} (33% ~~(35%~~ of the Gross Settlement Amount) are supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1

Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this litigation, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court finds that the Class Counsel Fees Payment is reasonable and is approved.

- b. The Court has reviewed the Declaration of Douglas Han regarding costs expended in prosecuting this case. Pursuant to the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds that Class Counsel expended ~~\$19,100.98~~ ^{\$18,100.98} in litigation costs and that such costs were reasonable. Thus, the Court approves the Class Counsel Litigation Expenses Payment of ~~\$19,100.98~~ ^{\$18,100.98} as reimbursement of Class Counsel's litigation costs.

12. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$10,000, to be paid to each Plaintiff out of the Gross Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- a. The rationale for making enhancement payments is that class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. Criteria courts consider include: (i) class representative risk in commencing suit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

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b. The Court has reviewed Plaintiffs' declarations outlining Plaintiffs' involvement in this case. Given the risks inherent in serving as class representatives, duration of the case, time involved, and benefits created for the Class, the Court approves the Class Representative Service Payments of \$10,000 to be paid to each Plaintiff.

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$9,500, to be paid to the Administrator from the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the Declaration of Tanner Nicodemus from CPT Group, Inc., the Court-approved Administrator. The Court finds that notice provided to the Class pursuant to the Preliminary Approval Order constitutes the best practicable notice to the Class and satisfied due process. The Court approves the Administration Expenses Payment of \$9,500 for the Administrator's services in administering the Settlement.

14. PAGA Penalties. The Court finds the PAGA Penalties of \$60,000, seventy-five percent (75%) of which (\$45,000) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$15,000) will be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend that the Settlement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Brandon McKelvey, an experienced, well-respected mediator.

a. There were no objections to and no requests for exclusion from the Settlement, displaying the fairness of the Settlement.

b. The fairness of the Settlement is further shown by the gross *average* Individual Class Payment being approximately \$999.77, and the gross *highest* Individual Class Payment being about \$3,401.77.

16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

17. Uncashed Checks. The Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are issued. Uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

18. Non-Appearence Case Review. The Court sets a non-appearance case review on May 15, 2026 in Department 12. A compliance status report shall be filed within five (5) court days before this hearing. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to the Participating Class Members and the residual of unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Modification of the Agreement. The Agreement may be amended or modified only by a written instrument signed by all Parties and their counsel or their representatives/successors-in-interest. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of the Participating Class Members.

20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

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- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect or effectuate this Order and Judgment approving the Settlement
3 Agreement, and permanently enjoining Plaintiffs from initiating or
4 pursuing related proceedings, or to ensure the fair and orderly
5 administration of the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

22
23 DATED: 09/16/2025



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On December 12, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Risen-Anderson, et al. v. Hydrafacial LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-1012612-24**
Court Case No.: 23STCV31228
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2025, at Pasadena, California.



Mariah Anderson