

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
SAAGHAR AZAD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

SAAGHAR AZAD, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

v.

SKIN REFINE MEDSPA a California
corporation, DUSTIN NEWELL, an individual
LOUISE NGUYEN, an individual, and DOES
1- 15,

Defendants.

Case No: 25-CV-455650

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

Complaint Filed: January 3, 2025

Hearing Date: April 2, 2026

Time: 9:00 a.m.

Dept: 18B

Hon. Shella Deen

Confirmation Code: 6VS53ZMI

The Court, having read and considered Plaintiff SAAGHAR AZAD's Unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement, having come before this Court, on the date indicated above, and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the PAGA Settlement Agreement executed by the Parties on September 3, 2025.

1 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
2 meaning as given in the PAGA Settlement Agreement executed by the parties on September 3,
3 2025.

4 3. Pursuant to Labor Code section 2699(s)(2), the Labor & Workforce Development Agency
5 (“LWDA”) has been given notice of the Settlement. In particular, on the date the Parties filed this
6 Motion for Approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of
7 the Settlement by uploading a copy of this Motion for Approval of PAGA Settlement and
8 accompanying documents. The Court finds and determines that Plaintiffs’ notice of the Settlement
9 complied with the statutory requirements of PAGA.

10 4. The Court confirms approval of the Settlement as to the following group of individuals,
11 collectively referred to as the alleged “Aggrieved Employees” means all current and former non-
12 exempt employees in the State of California from October 29, 2023, through August 28, 2025, and
13 resolves any and all claims relating to the facts and claims asserted in the Action and PAGA Claim.

14 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
15 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
16 under the Settlement.

17 6. The Court finds that the Settlement should be approved under Labor Code section
18 2699(s)(2).

19 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

20 8. The Court finds that all Aggrieved Employees are deemed to release, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
23 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
24 the Operative Complaint and the PAGA Notice, including California Labor Code sections 201, 202,
25 203, 204, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1198, 2802, and IWC Wage Order 5, §§ 7, 11-12.

1 9. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the
2 methodology used to calculate and pay each PAGA Settlement Member Payment, in accordance
3 with the Settlement, are approved under Labor Code section 2699(s)(2).

4 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
5 Payment in accordance with the terms of the Settlement.

6 11. Out of the Settlement Sum, the following shall be paid:

7 a. Attorneys' fees and costs to Plaintiff's Counsel for prosecution of the PAGA Claim in the
8 amount of Thirteen Thousand One Hundred Twenty-Five Dollars and Zero Cents
9 (\$13,125.00) for attorneys' fees and up to Eight Thousand Dollars and Zero Cents
10 (\$8,000.00), for the costs incurred in this matter. Plaintiff's Counsel is directed to submit
11 their final costs to the Settlement Administrator after receipt of this order approving the
12 PAGA Settlement and Phoenix is directed to only reimburse the actual costs incurred;

13 b. Settlement Administration Costs in the amount of One Thousand Nine Hundred Ninety
14 Dollars and Zero Cents (\$1,990.00) for administration of this Settlement;

15 c. The remaining Net Settlement Amount ("PAGA Penalties"), estimated to be Fourteen
16 Thousand Three Hundred Eight-Five Dollars and Zero Cents (\$14,385.00), as payment to
17 the LWDA and the Aggrieved Employees with sixty-five percent (65%), estimated to be
18 Nine Thousand Three Hundred Fifty Dollars and Twenty-Five Cents (\$9,350.25) of the Net
19 Settlement Amount shall be distributed to the LWDA ("LWDA PAGA Payment") and the
20 remaining thirty-five percent (35%), estimated to be Five Thousand Thirty-Four Dollars
21 and Seventy-Five Cents (\$5,034.75) shall be distributed to the PAGA Settlement Members
22 ("Individual PAGA Payment").

23 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
24 the PAGA Settlement and Release.

25 13. The Settlement is not an admission by Defendants or the Released Parties, nor is this Order
26 a finding of the validity of any allegations or of any wrongdoing by Defendants or the Released
27 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
28 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,

1 wrongdoing, omission, concession, or liability whatsoever against Defendants or the Released
2 Parties. This Order shall not be deemed an “initial violation” under California Labor Code section
3 2699 et seq.

4 14. Nothing in the Settlement or this Order shall be construed as an admission or concession by
5 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
6 allegations.

7 15. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of this Order.

8 16. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
9 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
10 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
11 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
12 interpreting, and enforcing this Order, as well as the Settlement.

13 17. **IT IS FURTHER ORDERED:**

14 _____
15 **IT IS SO ORDERED.**

16 Dated: _____

17 _____
18 HONORABLE SHELLA DEEN
19 JUDGE OF THE SUPERIOR COURT
20
21
22
23
24
25
26
27
28