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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF ALAMEDA  
11  
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13 AMELIA PERRYMAN, on behalf of herself,  
14 all others similarly situated,

15 *Plaintiff,*

16 v.

17 LUSH COSMETICS LLC., a Delaware limited  
18 liability company; and DOES 1 through 50,  
inclusive,

19 *Defendants.*  
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Case No. RG19008535

Assigned for All Purposes to the Honorable  
Michael Markman, Department 23

**[PROPOSED] ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: December 12, 2024  
Time: 10:00 a.m.  
Place: Department 23

Action Filed: February 27, 2019

1 On December 12, 2024, a hearing was held on the motion of Plaintiff Amelia Perryman  
2 (“Plaintiff”), for final approval of her class settlement (the “Settlement”).

3 The parties have submitted their Settlement, which this Court preliminarily approved by  
4 its July 23, 2024, order (“Preliminary Approval Order”). In accordance with the Preliminary  
5 Approval Order, Class Members have been given notice of the terms of the Settlement and the  
6 opportunity to comment on or object to it or to exclude themselves from its provisions.

7 Having received and considered the Settlement, the supporting papers filed by the parties,  
8 and the evidence and argument received by the Court at the hearing before it entered the  
9 Preliminary Approval Order and the final approval hearing on December 12, 2024, the Court  
10 grants final approval of the Settlement, and HEREBY ORDERS and MAKES  
11 DETERMINATIONS as follows:

12 1. The certification of the following Class is confirmed for the purpose of entering a  
13 settlement in this matter: all individuals who were employed by Defendant in California and classified  
14 as non-exempt employees from February 27, 2015, to July 29, 2022. (Settlement ¶¶ 1.5, 1.12). The  
15 Settlement Administrator received no requests for exclusion from the Class. PAGA Members are  
16 defined as all non-exempt employees of Defendant who were employed as hourly non-exempt  
17 employees in California during the PAGA period, i.e. from February 26, 2018, to the date of  
18 Preliminary Approval of the Settlement. (Settlement, ¶¶ 1.4, 1.32.)

19 2. The Court confirms the appointment of Plaintiff Amelia Perryman as Class  
20 Representative, and Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh Law Group as  
21 Class Counsel.

22 3. Pursuant to the Preliminary Approval Order, a Class Notice was sent to each Class  
23 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,  
24 their right to receive a Settlement Share, their right to comment on or object to the Settlement or  
25 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or  
26 by counsel at the final approval hearing and be heard regarding approval of the Settlement.  
27 Adequate periods of time were provided by each of these procedures. No Class Members objected  
28

1 to the Settlement as part of this notice process or stated an intent to appear at the final approval  
2 hearing.

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

8 5. For the reasons stated in the Preliminary Approval Order, the Court finds and  
9 determines that the proposed class, as defined in the definitions section of the Settlement, meets  
10 all of the legal requirements for class certification, and it is hereby ordered that the Class is finally  
11 approved and certified as a class for purposes of the Settlement.

12 6. The Court further finds and determines that the terms of the Settlement are fair,  
13 reasonable, and adequate to the Class and to each Class Member. Class Members and Aggrieved  
14 Employees will be bound by the Settlement. The Settlement is ordered finally approved, and that  
15 all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

16 7. The Court finds and determines that the Settlement Shares to be paid to the Class  
17 Members, as provided for by the Settlement, are fair and reasonable. The Court hereby grants  
18 final approval to and orders the payment of those amounts to be made to the Class Members out  
19 of the Gross Settlement Amount in accordance with the Settlement.

20 8. The Court finds and determines that the resolution of the Released PAGA Claims  
21 and the PAGA Civil Penalties, which includes the payment to the LWDA of \$15,000 as its share  
22 of the settlement of civil penalties, in this case is fair, reasonable, and appropriate. The Court  
23 hereby gives final approval to and orders that the payment of the PAGA Civil Penalties be paid  
24 out of the Gross Settlement Amount in accordance with the Settlement.

25 9. The Court finds and determines that the fees and expenses of ILYM Group, Inc. in  
26 administering the settlement, in the amount of \$29,400, are fair and reasonable. The Court hereby  
27 grants final approval to and orders that the payment of that amount be paid out of the Gross  
28 Settlement Amount in accordance with the Settlement.

1           10.     In addition to any recovery that Plaintiff may receive from the Gross Settlement  
2 Amount and PAGA Amount, and in recognition of the Plaintiff's efforts on behalf of the  
3 Settlement Class, the Court hereby approves the payment of an incentive award of \$10,000 to  
4 Plaintiff Amelia Perryman. This shall be paid from the Gross Settlement Amount.

5           11.     Pursuant to the authorities and argument presented to the Court, the Court approves  
6 the payment of attorneys' fees to Class Counsel in the sum of \$599,999.99, plus costs and expenses  
7 in the amount of \$27,084.91. This shall be paid from the Gross Settlement Amount. Ten percent  
8 of the attorney's fee award will be kept in the settlement administrator's trust fund until the  
9 completion of the distribution process and court approval of a final accounting.

10          12.     Upon the Date Defendant fully funds the settlement, Plaintiff and all members of  
11 the Settlement Class shall fully, finally, and forever settle, compromise, and discharge all disputes,  
12 causes of action, or claims asserted in the operative Complaint in this Action. In order to achieve a  
13 full and complete release of Defendant, Plaintiff, on behalf of herself and each Participating Class  
14 Member, acknowledges that this Settlement is intended to include in its effect a full release of all  
15 claims and/or causes of action asserted in the operative Complaint under any federal, state or local  
16 law, Industrial Welfare Commission Wage Order, or administrative order, including but not  
17 limited to the failure to pay all wages owed (minimum wages and/or overtime compensation), the  
18 failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the  
19 failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof),  
20 the failure to indemnify necessary business expenses, and any other claims whatsoever that were  
21 alleged in the operative Complaint, including without limitation claims for restitution and other  
22 equitable relief under Business and Professions Code § 17200 et seq., attorneys' fees, costs and  
23 interest arising from their work for Defendant in California during the Class Period. This release  
24 for Class Members does not include any non-wage and hour claims, such as claims for vested  
25 benefits, wrongful termination, claims for violation of the Fair Employment and Housing Act, for  
26 unemployment insurance benefits or disability insurance benefits, or workers compensation  
27 benefits, or PAGA claims (unless the Class Member worked for Defendant during the PAGA  
28 Period and is also releasing his or her claim for PAGA penalties). Class Members also are not

1 releasing any claims based on facts occurring outside of the Class Period (unless the Class  
2 Member worked for Defendant during the PAGA Period and is also releasing his or her claim for  
3 PAGA penalties).

4 13. Upon the date Defendant fully funds the settlement, the PAGA Settlement Group  
5 Members shall fully release all claims and/or causes of action for civil penalties (and associated  
6 attorneys' fees, costs, and interest) under the PAGA that are based on the allegations in the  
7 PAGA Notice arising during their work for Defendant in California during the PAGA Period.  
8 (Settlement, ¶ 6.2.)

9 14. The Net Settlement Amount available for distribution to Class Members is  
10 estimated to be \$1,095,600.01, determined as follows:

<b>Gross Settlement Amount:</b>	<b>\$1,800,000.00</b>
Less Attorneys' Fees	-\$599,999.99
Less Litigation Costs	-\$45,000.00
Less Settlement Administration	-\$29,400.00
Less Plaintiff Service Award	-\$10,000.00
Less LWDA PAGA Payment	-\$15,000.00
<u>Less PAGA Member Payments</u>	<u>-\$5,000.00</u>
<b>Net Settlement Amount</b>	<b>\$1,095,600.01</b>

18 15. The parties are hereby ordered to comply with the terms of the Settlement.

19 16. Without affecting the finality of this order in any way, pursuant to California Code  
20 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the  
21 interpretation, administration, implementation, effectuation, and enforcement of this order and the  
22 Settlement.  
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24 **IT IS SO ORDERED.**

25 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
26 Hon. Michael Markman  
27 Judge of the Superior Court  
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