

**FILED**  
Superior Court of California  
County of Los Angeles

06/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. MGreené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

ROBERT ARONG, individually and on behalf  
of all similarly situated employees of  
Defendants in the State of California,

Plaintiff,

v.

INTEGRA BEAUTY, INC., and DOES 1  
THROUGH 50, inclusive,

Defendants.

Case No.: 22STCV02760

*[Assigned for All Purposes to the Hon. Carolyn  
Kuhl, Dept. 12]*

**CLASS & REPRESENTATIVE ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR: (1)  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT; (2)  
PROVISIONAL CERTIFICATION OF THE  
SETTLEMENT CLASS; (3) APPROVAL OF  
THE CLASS NOTICE AND NOTICE PLAN; (4)  
APPOINTMENT OF CLASS COUNSEL AND  
CLASS REPRESENTATIVE; (5)  
APPOINTMENT OF SETTLEMENT  
ADMINISTRATOR; AND (6) SETTING A  
FINAL APPROVAL HEARING**

Date: June 20, 2024

Time: 10:30 a.m.

Dept: 12

Judge: Hon. Carolyn Kuhl

Complaint Filed: January 24, 2022

Trial Date: None set

1 Plaintiff Robert Arong’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and  
2 PAGA Action Settlement with Integra Beauty, Inc. (“Defendant”) (collectively, the “Parties”) came  
3 before this Court on June 20, 2024 at 10:30 a.m. The Court, having considered the proposed Class  
4 Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement”), Plaintiff’s  
5 Motion for Preliminary Approval, and all papers filed in support, **HEREBY ORDERS THE**  
6 **FOLLOWING:**

7 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)  
8 the Settlement is fair and reasonable to the Class when balanced against the possible risks of further  
9 litigation, including issues relating to class certification, liability, calculating damages, potential appeals,  
10 and considerations regarding Defendant’s finances and ability to pay; (2) significant investigation,  
11 research, and litigation have been conducted, such that the Parties are able to fairly evaluate their  
12 respective positions; (3) settlement at this time will avoid the substantial cost, delay and risk presented  
13 by further litigation of the action; and (4) the Settlement was reached after serious, informed, and non-  
14 collusive negotiations, which were conducted at arms’ length by experienced counsel.

15 2. This Order incorporates by reference all defined terms set forth in the Settlement  
16 Agreement, which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of  
17 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Representative Action  
18 Settlement (“Hollis Decl.”), filed on April 26, 2024.

19 3. The Court finds that the proposed Class meets the requirements of numerosity,  
20 commonality, and typicality to justify certification, and that there is adequate and fair representation.

21 4. The Court grants provisional certification of the class, which the Settlement Agreement  
22 defines as all the Participating Class (defined as all current and former hourly or non-exempt employees  
23 who worked for Defendant in the State of California at any time during the Class Period). The “Class  
24 Period” means the period from January 24, 2018 through ~~the date Class Members were employed for a~~  
25 ~~total of 17,000 workweeks or through~~ the date the Court grants preliminary approval of the Settlement,  
26 whichever is sooner.

27 5. The Settlement Class includes all persons who are members of the Class and who have  
28 not properly and timely opted out of the litigation in accordance with the requirements set forth in the

1 Notice and Settlement Agreement.

2 6. Class members who wish to request exclusion from or object to the Settlement must  
3 follow the procedures set forth in the Settlement Agreement and Class Notice.

4 7. The Court approves the appointment of Plaintiff Robert Arong as Class Representative.

5 8. The Court approves the appointment of Plaintiff's Counsel: Graham S.P. Hollis,  
6 Hali M. Anderson, and Alex M. Kuner of GRAHAMHOLLIS APC as Class Counsel.

7 9. The Court preliminarily confirms that the notice of settlement served by Plaintiff on the  
8 California Labor and Workforce Development Agency ("LWDA") satisfies the requirements of the  
9 Private Attorneys General Act ("PAGA").

10 10. The Court finds that the Settlement of claims under the PAGA as reflected in the  
11 Settlement Agreement to be fair and reasonable and in compliance with all the requirements of  
12 California law.

13 11. The Court approves the form and content of the Class Notice, in substantially the form  
14 attached to the Settlement Agreement as Exhibit A and finds that the proposed method of disseminating  
15 the Class Notice meets all the due process requirements; provides the best notice practicable under the  
16 circumstances; constitutes notice that is reasonably calculated, under the circumstances, to apprise Class  
17 Members of the pendency of the Action and their right to exclude themselves from or object to the  
18 proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due,  
19 adequate, and sufficient notice to all Class Members; and meets all applicable requirements under  
20 California law, due process, and any other applicable rules or law.

21 12. The Court preliminarily approves the definition and disposition of the Gross Settlement  
22 Amount of Four Hundred Thousand Dollars (\$400,000.00), which is inclusive of (1) all Individual Class  
23 Payments to participating Class Members, (2) all Individual PAGA Payments to Aggrieved Employees,  
24 (3) the LWDA PAGA Payment, (4) the Class Counsel Fees Payment, (5) the Class Counsel Expenses  
25 Payment, (6) the Class Representative Service Payment, and (7) the Administration Expenses Payment.  
26 Assuming the Court awards each of these amounts to the full extent requested in the Settlement, the total  
27 Net Settlement Amount available for distribution to Participating Class Members will total  
28 approximately \$211,366.67. This amount is calculated as the Gross Settlement Amount of \$400,000.00

1 minus the following amounts:

- 2 a. Class Counsel Fees Payment: \$133,333.33;
- 3 b. Class Counsel Litigation Costs: \$25,000.00;
- 4 c. Settlement Administration Costs: \$7,800.00;
- 5 d. Class Representative Service Payment: \$2,500.00;
- 6 e. PAGA Penalties: \$20,000.00 (\$15,000 to the LWDA and \$5,000 to Aggrieved  
7 Employees.

8 13. The Court approves the retention of Apex Class Action, LLC (“Apex”) as the Settlement  
9 Administrator, to be paid out of the Gross Settlement Amount, and hereby directs Apex to provide the  
10 approved Class Notice to class members and administer the Settlement in accordance with the  
11 procedures set forth in the Settlement Agreement and implementation schedule set forth below.

12 14. In the event the Settlement does not become effective in accordance with the terms of the  
13 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole  
14 or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or  
15 fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
16 the Parties shall revert to their respective positions as of the commencement of the litigation, and the  
17 Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as  
18 an admission or as evidence for any purpose including, but not limited to, an admission by any Party of  
19 liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a  
20 representative action.

21 15. The Court hereby imposes a stay on all litigation of the Action pending the Final  
22 Approval Hearing and prohibits Plaintiff and/or Class Members from instituting, commencing, or  
23 prosecuting any claims covered by the Action against Defendant or the Releasees pending the Final  
24 Approval Hearing.

25 16. The Court orders the following implementation schedule for further proceedings, as  
26 provided in the Settlement Agreement:

27 Deadline for Defendant to provide the 28 Settlement Administrator with the Following Data for Each Class Member:	Fifteen (15) calendar days after the Court grants Preliminary Approval
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1 2 3 4 5	full name; last known mailing address; last known telephone number; social security number; dates of employment; and such other information as necessary for the Settlement Administrator to calculate individual Class Member Workweeks.	
6 7	Deadline for Settlement Administrator to mail the Notice to Class Members.	Fourteen (14) calendar days of receiving the Class Member list
8 9	Deadline for Class Members to submit a Request for Exclusion or written objection to the Settlement.	Sixty (60) calendar days after the Notice is mailed
10 11	Final Approval Hearing	<del>U&amp;AG</del> , 2024 at <del>FENEA</del> a.m./p.m.
12 13	Effective Date of Settlement	Date the Court signs the Final Approval Order and Judgment, if no objections to the Settlement
14 15 16 17 18	Payment Obligation Date(s)	Defendant will fund the settlement, including Defendant's share of payroll taxes for the wage portion of the settlement, no later than fifteen (15) business days after the Court grants final approval of the Settlement, on the condition that the administrator has provided such amounts to Defendant, and if the Administrator fails to do so, within twenty-one (21) days of their providing such calculations, if after the sixtieth (60th) day.
19 20	Deadline for Settlement Administrator to Mail Individual Settlement Payments	Within fourteen (14) calendar days following the funding of the settlement
21	Date Uncashed Checks become Void	One hundred eighty (180) calendar days after mailing of the Individual Settlement Payment Checks

The Court hereby sets a hearing date for Plaintiff Robert Arong's Motion for Final Approval of Class Action and PAGA Action Settlement and Award of Attorney's Fees, Costs, and Class Representative's Service Payment on: ~~U&AG~~ at \_\_\_\_\_ a.m./p.m. in Department 12 of this Court.

**IT IS SO ORDERED.**

Dated: 06/20/2024



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

Hon. Carolyn Kuhl  
 Judge of the Superior Court

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE, SUITE 200  
SAN DIEGO, CALIFORNIA 92103

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