

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>):  <b>Annick M. Persinger (SBN 272996)</b>          1970 Broadway, Suite 1070          Oakland, CA 94612</p> <p>TELEPHONE NO.: (510) 254-6808                      FAX NO. (<i>Optional</i>):</p> <p>E-MAIL ADDRESS (<i>Optional</i>):</p> <p>ATTORNEY FOR (<i>Name</i>): <b>Plaintiffs</b></p>	<p><b>FOR COURT USE ONLY</b></p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b></p> <p>STREET ADDRESS: 400 McAllister St.          MAILING ADDRESS: 400 McAllister St.          CITY AND ZIP CODE: San Francisco 94102-4515          BRANCH NAME: CIVIC CENTER COURTHOUSE</p>	
<p>PLAINTIFF/PETITIONER: CARYN GORZO, et al.          DEFENDANT/RESPONDENT: RODAN &amp; FIELDS, LLC</p>	
<p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p><b>(Check one):</b>    <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>                      <input type="checkbox"/> <b>LIMITED CASE</b>          (Amount demanded                      (Amount demanded was             exceeded \$25,000)                      \$25,000 or less)</p>	<p>CASE NUMBER: CJC-18-004981</p>

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (*date*): September 28, 2022.
  
2. A copy of the judgment, decree, or order is attached to this notice.

Date: September 28, 2022

Annick M. Persinger  
(TYPE OR PRINT NAME OF  ATTORNEY     PARTY WITHOUT ATTORNEY)



(SIGNATURE)

**FILED**  
San Francisco County Superior Court



SEP 28 2022

CLERK OF THE COURT  
BY: Christina Scherr  
Deputy Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 304

*Scherr v. Rodan & Fields, LLC*; Superior Court of California, County of San Bernardino, Case No. CIVDS 1723435

JUDICIAL COUNCIL COORDINATION PROCEEDING NO. 4981

Case No. CJC-18-004981

*Gorzo, et al. v. Rodan & Fields, LLC*; Superior Court of California, County of San Francisco, Case No. CGC-18-565628

**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR FEES, COSTS, AND SERVICE AWARDS**

The Court, having read the papers filed regarding Plaintiffs' Caryn Gorzo, Kasey Poe, Anna Dohnke, Lien Scherr, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams ("Plaintiffs") Motion for Final Approval of Class Action Settlement and Application for Fees, Costs, and Service Awards, and after considering the papers submitted in support of the motion and application, including the Second Amended Complaint ("Complaint"), Settlement Agreement ("Settlement Agreement"), and supplemental filings following the September 14, 2022 hearing; hereby FINDS AND ORDERS as follows:

Plaintiffs and Defendant Rodan & Fields ("Defendant") entered into the Settlement Agreement on or about October 27, 2021, to settle this class action lawsuit.

1 The Court entered an Order on March 11, 2022, preliminarily approving the settlement of  
2 this class action lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil  
3 Procedure section 382 and California Rules of Court, rule 3.769, provisionally certifying the  
4 Settlement Class, ordering notice to be sent to Class Members, and scheduling a Final Approval  
5 Hearing for September 14, 2022.

6 The Court held a Hearing on the Motion on September 14, 2022, to determine whether to  
7 give final approval to the Settlement of this class action lawsuit. Counsel for the parties were  
8 present. The appearances are as stated in the record. One Class Member, Edward Orr, appeared to  
9 object to the settlement. The Motion for Final Approval and Application for Fees, Costs, and  
10 Service Awards are GRANTED as set forth below.

11 1. Incorporation of Other Documents. This Order Granting Final Approval (“Order”)  
12 incorporates the Agreement. Unless otherwise provided herein, all capitalized terms in this Order  
13 shall have the same meaning as set forth in the Agreement.

14 2. Jurisdiction. Because adequate notice has been disseminated and all Class Members  
15 have been given the opportunity to request exclusion from the Class, the Court has personal  
16 jurisdiction with respect to the claims of all Class Members. The Court also has subject matter  
17 jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement, and  
18 grants final certification of the Class for settlement purposes.

19 3. Final Class Certification. The Court finds the Class satisfies all applicable requirements  
20 of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process.  
21 Accordingly, the Court certifies for settlement purposes, a Class consisting of all current and  
22 former consumers in the United States or its territories who purchased Lash Boost for personal,  
23 family, or household purposes between October 1, 2016 and March 11, 2022; excluding (a) any  
24 individuals who have pending litigation against Defendant; (b) any Settlement Class Members who  
25 file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family  
26 members of the officers, directors, or employees, of Defendant or any entity in which Defendant  
27 has a controlling interest; (d) any person who has acted as an Independent Consultant of  
28 Defendant; (e) any legal counsel or employee of legal counsel of Defendant; (f) any federal, state,

1 or local government entities; (g) any person who has previously released the claims encompassed  
2 herein; (h) any person who returned the Product and received a refund; and (i) any judicial officers  
3 presiding over the Actions and the members of their immediate family and judicial staff (“Class,”  
4 “Class Members,” and “Class Period”).

5 4. Adequacy of Representation. As Class Counsel, the attorneys at Tycko & Zavareei  
6 LLP; Willet & Willet, LLP; Beshada Farnese LLP; Keller Rohrback; Glancy Prongay & Murray,  
7 LLP; Gibbs Law Group; Levi & Korsinsky, LLP; and Sauder Schelkopf LLC have fully and  
8 adequately represented the Class for purposes of entering and implementing the Settlement and  
9 have satisfied the requirements of Code of Civil Procedure section 382.

10 a. Appointment of Counsel. The Court appoints the above law firms as Class  
11 Counsel, with Juli Farris of Keller Rohrback LLP and Annick M. Persinger of  
12 Tycko & Zavareei LLP as co-leaders of Class Counsel.

13 5. Notice Packet. The Court finds the Full Notice, Email Notice, Postcard Notice, and  
14 Notice of Opt-Out (collectively, the “Notice Packet”) and its distribution to Class Members have  
15 been implemented pursuant to the Agreement and this Court’s Preliminary Approval Order. To the  
16 extent that the Reminder Notice was not successfully delivered to certain Settlement Class  
17 Members, the Court has been advised that the Settlement Administrator will take additional  
18 reasonable steps to effect delivery of the Reminder Notice and instructs the Settlement  
19 Administrator to do so. The Court also finds the Notice Packet:

20 a. Constitutes notice reasonably calculated to apprise Class Members of: (i) the  
21 pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and  
22 their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude  
23 themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to  
24 appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the  
25 class action lawsuit on all Participating Class Members;

26 b. Constitutes notice that fully satisfied the requirements of Code of Civil  
27 Procedure section 382, California Rules of Court, rule 3.769, and due process;

28 c. Constitutes the best practicable notice to Class Members under the

1 circumstances of the class action lawsuit; and

2 d. Constitutes reasonable, adequate, and sufficient notice to Class Members.

3 6. Final Settlement Approval. The terms and provisions of the Settlement Agreement  
4 have been entered in good faith and are the product of arm's-length negotiations by experienced  
5 counsel who have done a meaningful investigation of the claims. The Settlement Agreement and  
6 all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the  
7 best interests of the Parties. The Parties are hereby directed to implement the Settlement  
8 Agreement according to its terms and provisions.

9 7. Binding Effect. The terms and provisions of the Settlement and this Order are binding  
10 on Plaintiffs and Class Members. The Settlement will have no binding effect upon, and provide no  
11 res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

12 8. Release of Claims. As of the Effective Final Settlement Date, Class Members waive,  
13 release, promise never to assert in any forum, remise, and forever discharge the Released Parties  
14 from the Released Claims during the Class Period.

15 9. Enforcement of Settlement. Nothing in this Order shall preclude any action to enforce  
16 the terms and provisions of the Settlement Agreement.

17 10. Class Representative Service Award. The Court finds that a Class Representative  
18 Service Award of \$15,000, to be paid by Defendant to each Class Representative out of the Cash  
19 Settlement Fund, to be reasonable and appropriate in light of: (a) Plaintiffs' risks (financial,  
20 professional, and emotional) in commencing this litigation; and (b) the time and effort Plaintiffs  
21 spent litigating this action as class representatives. The Class Representative Service Award is to  
22 be paid pursuant to the terms and provisions in the Agreement.

23 a. Appointment of Class Representatives. The Court appoints Plaintiffs Lien  
24 Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly  
25 Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa  
26 Gattuso, Elissa Wagner, and Dixie Williams as the Settlement Class  
27 Representatives for settlement purposes.

28 11. Attorneys' Fees Award and Cost Award. The Court finds the Attorneys' Fees Award of

1 \$12,500,000.00, to be paid out of the Cash Settlement Fund by Defendant to Class Counsel, to be  
2 reasonable and appropriate. The Court also finds the Cost Award as reimbursement for actual  
3 litigation costs incurred of \$723,075.48, to be paid by Defendant to Class Counsel, to be reasonable  
4 and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions in the  
5 Settlement.

6 12. Administration Costs. The Court finds the Administration Costs of \$367,922.32, which  
7 have been incurred to date, and are to be paid by Defendant to the Settlement Administrator out of  
8 the Cash Settlement Fund, to be reasonable and appropriate. The Administration Costs are to be  
9 paid pursuant to terms and provisions in the Settlement Agreement. Future costs must be presented  
10 to the Court for further approval.

11 13. Funding of the Settlement. No later than thirty (30) calendar days after the Effective  
12 Final Settlement Date, Defendant shall deposit the Settlement Amount of \$30,000,000 in the Cash  
13 Settlement Fund and the Settlement Amount of \$8,000,000 in the Credit Settlement Fund by wiring  
14 the funds to the Settlement Administrator. Within fourteen (14) calendar days after the funding of  
15 the Settlement, the Settlement Administrator shall calculate and pay all payments due under the  
16 Settlement.

17 14. Claims Filing Deadline. To allow for the processing of all Claim Forms submitted to  
18 date, as well as submission of additional Claims Forms in response to the Reminder Notice and  
19 other targeted follow up engaged in by the Settlement Administrator, Claim Forms submitted  
20 within thirty (30) days of the entry of this Order shall be deemed timely. This extension is made  
21 pursuant to Paragraph 6.1 of the Settlement Agreement, which authorizes this Court to modify  
22 deadlines associated with the Settlement, and with the consent of all counsel, as indicated at the  
23 hearing on September 14, 2022.

24 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement  
25 is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the Settlement  
26 was the product of arm's-length negotiations following extensive litigation, discovery, and  
27 exchange of documentation relating to Plaintiffs' claims. The negotiations were facilitated with the  
28 aid of experienced mediators, Judge Jay C. Gandhi (Ret.) and Peter Rosen.

1 a. The fairness of the Settlement is demonstrated by there being only one objection  
2 to and only seventeen requests for exclusion from the Settlement. The Class  
3 Member who objected is Edward Orr. The Court finds that the claims handling  
4 process of the Settlement Administrator is fair, reasonable and adequate, and  
5 that the one claim submitted by the Objector was properly processed. Therefore,  
6 for all of the reasons set forth herein, the Court overrules the sole Objector to the  
7 Settlement, as the issues set forth in his objection do not alter the Court's  
8 findings that the Settlement is fair, adequate, and reasonable, such that final  
9 approval and judgment should be entered.

10 16. Uncashed Checks. Participating Class Members must cash or deposit their Individual  
11 Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed  
12 to them.

13 17. Cy Pres. Pursuant to the Settlement Agreement, the Parties are directed to meet and  
14 confer within thirty (30) days if there are any unclaimed funds in the Net Settlement Fund that  
15 remain unclaimed after allocation of the Cash Benefits and Cash Repeat Purchaser Benefits, and to  
16 submit a distribution plan to the Court for approval.

17 18. Modification of Settlement Agreement. The Class Members are hereby authorized,  
18 upon approval of the Court, to agree to and adopt amendments to or modifications of the  
19 Settlement Agreement by an express written instrument signed by counsel for all Parties or their  
20 successors-in-interest. Such amendments or modifications shall be consistent with this Order and  
21 cannot limit the rights of Class Members.

22 19. Final Accounting and Compliance. The Court sets a Status Conference for March 8,  
23 2023, at 9:00 a.m. in Department 304. No later than March 1, 2023, Plaintiffs shall file a status  
24 report that states the disposition of all settlement proceeds and is accompanied by an admissible  
25 evidentiary declaration.


26 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order. This Court  
27 expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement  
28 of the Settlement Agreement and of this Order, and for any other necessary purpose.

1           The Settlement Administrator is directed to carry out the terms of the Settlement  
2 Agreement forthwith.

3           The Parties are hereby ordered to comply with the terms of the Agreement.  
4

5 IT IS SO ORDERED.

6  
7 DATED: September 28, 2022

  
ETHAN P. SCHULMAN  
SUPERIOR COURT JUDGE

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 28, 2022, I electronically served ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR FEES, COSTS, AND SERVICE AWARDS via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **SEP 28 2022**

Mark Culkins, Clerk

By:   
\_\_\_\_\_  
Felicia Green, Deputy Clerk