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10 *Attorneys for VANESSA LABOY*  
11 *on behalf of herself and all others*  
12 *similarly situated,*

13 SUPERIOR COURT OF CALIFORNIA  
14 COUNTY OF ALAMEDA

15 VANESSA LABOY on behalf of herself and all  
16 others similarly situated,

17 Plaintiff,

18 vs.

19 BARE ESCENTUALS, INC., BARE ESCENTUALS  
20 BEAUTY, INC. and Does 1 through 50, inclusive,  
21 Defendants.

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 11 2014

CLERK OF THE SUPERIOR COURT.

By R. McCarty Deputy

No. RG12638047

Assigned for all purposes to  
The Hon. Wynne Carville, Dept. 21

<sup>CSC</sup>  
(PROPOSED) FINAL APPROVAL  
ORDER AND JUDGMENT

Date: December 11, 2014  
Time: 8:30 a.m.  
Dept: 21

RESERVATION NO. R-1549123  
RESERVATION NO. R-1549131

22 On December 11, 2014, a hearing was held on the application of Plaintiff and Class  
23 Representative Vanessa LaBoy ("Plaintiff") for an order granting final approval to the class action  
24 settlement in this action, approving the request for the claims administrator's fee, approving the  
25 request for attorneys' fees and costs, and approving the request for incentive payment to class  
26 representative Vanessa LaBoy. Robin G. Workman, Esq. of Workman Law Firm, PC appeared on  
27 behalf of Plaintiff Vanessa LaBoy and Class Members, and Alexandra Pavlidakis of Orrick,  
28

1 Herrington & Sutcliffe LLP on behalf of Defendants Bare Escentuals, Inc. and Bare Escentuals  
2 Beauty, Inc.

3 All capitalized terms used herein have the same meaning as defined in the Settlement. The  
4 Court having read and considered the papers on the motion, the arguments of counsel, and the law,  
5 and good cause appearing therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES  
6 as follows:

7 1. The Court grants judicial notice of documents as requested by Plaintiff.

8 2. The Court grants final approval of the terms of settlement and agreed on procedures  
9 as set forth in the Settlement Agreement executed by the Parties, including the release of claims  
10 set forth therein. The Court finds that the manner and form of notice as set forth in the Settlement  
11 Agreement was provided to Class Members as ordered by the Court on August 29, 2014. The  
12 Court finds the manner and form of notice as set forth in the Settlement Agreement and approved  
13 and ordered by the Court, was the best practicable notice under the circumstances, satisfying the  
14 requirements of due process and all other laws. The Court further finds that the notice, as  
15 approved and ordered by the Court, gave notice to Class Members of the fact of Settlement and the  
16 right to receive settlement benefits, to be excluded from the Settlement, and raise objections to the  
17 Settlement.

18 3. The Court finds the proposed Settlement was reached following meaningful  
19 discovery and investigation conducted by Class Counsel, the proposed settlement is a result of  
20 adversarial, arms' length negotiation between the parties, and the terms of the Settlement in all  
21 respects are fair, adequate, and reasonable. In so finding, the Court considered evidence presented  
22 regarding the strength of the Plaintiff's claims, the risk, expense and complexity of the claims  
23 presented, the likely duration of further litigation, the amount offered in settlement, the extent of  
24 investigation and discovery completed, the financial condition of Defendant, the remedial  
25 measures obtained, and the experience and views of Class Counsel. The Court further considered  
26 the absence of objection to the proposed settlement by class members, as well the number of  
27 requests for exclusion (1) from the class filed by Class Members.

1           4.     The Court certifies the Settlement Class, defined as follows, for settlement  
2 purposes only: all individuals employed by Bare Escentuals, Inc. or Bare Escentuals Beauty, Inc.  
3 in California in a store during the Class Period and paid on an hourly basis. In certifying the  
4 Settlement Class for settlement purposes only, the Court finds that: (1) the Settlement Class is  
5 ascertainable and so numerous that joinder of all members is impracticable; (2) there are questions  
6 of law and fact common to the Settlement Class, and that such questions predominate over  
7 questions affecting only individual class members; (3) the claims advanced by Plaintiff are typical  
8 of the Settlement Class in that they have no interests in conflict with or antagonistic to those of the  
9 Settlement Class, and they have retained adequate counsel; and, (4) a class action is superior to  
10 other available methods for resolving this controversy.

11           5.     The Court appoints Qualls & Workman, LLP, as Class Counsel.

12           6.     The Court awards Class Counsel attorneys' fees of \$150,000.00. The fee award is  
13 reasonable and appropriate for the reasons that follow.

14           7.     In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the  
15 Court has considered a variety of factors, including: the experience, background, and reputation  
16 of counsel; the prevailing hourly rates in the community for similar services charged by attorneys  
17 of similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred  
18 during the litigation and what was reasonably required; the efficiency of counsel in performing the  
19 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the  
20 character and quality of the documentation offered in support of the application of fees. Total  
21 hours claimed by Class Counsel are approved based on evidence presented of the work performed  
22 and the results achieved. In so finding, the Court considered evidence presented of skill exercised  
23 by Class Counsel when addressing difficult factual and legal questions arising from the class  
24 claims presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel  
25 from other employment, and the favorable results achieved for Class Members. The Court further  
26 finds that the fees requested are reasonable under both the percentage of the recovery and lodestar  
27 analyses, particularly given that the fees requested are substantially below the actual lodestar of  
28 Class Counsel.

1           8.     The Court orders that 10% of the attorney's fee award be held in an interest-bearing  
2 account maintained by Class Counsel pending further order of the Court, following a final report  
3 on the distribution process.

4           9.     With respect to the distribution of funds pursuant to the Settlement Agreement, the  
5 Claims Administrator, upon the completion of the process of such distribution, shall prepare, and  
6 cause to be filed with this Court, a declaration regarding the distribution. The Court sets a  
7 compliance hearing to occur on July 6, 2015, at 8:30 a.m., for these purposes, with a status report  
8 to be filed no later than five court days prior to the compliance hearing date.

9           10.    The Court awards Class Counsel costs in the amount of \$18,000.00. Those costs  
10 were reasonable and necessary based on the evidence presented of actual costs incurred and in  
11 light of the results achieved.

12          11.    The Court appoints Plaintiff Vanessa LaBoy as the Class Representative, and  
13 grants Plaintiff's request for an incentive payment in the amount of \$5,000. Ms. LaBoy's  
14 declaration demonstrates that she spent approximately 30 hours on the case. The Court finds the  
15 incentive payment to be fair and reasonable compensation based on the evidence presented.

16          12.    The Court approves payment in the amount of \$31,493.91 to Heffler Claims Group.  
17 ("Heffler") for services rendered by it as Claims Administrator. The Court finds that amount fair  
18 and reasonable compensation based on evidence presented of the time and effort spent by Heffler  
19 in administering the claims.

20          13.    The Parties are directed to comply with the terms of the Settlement Agreement.

21          14.    Without affecting the finality of this Order and Judgment in any respect, and  
22 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of  
23 Court, the Court retains jurisdiction over this action, the Class Representative, Settlement Class  
24 Members, and Defendant for the purposes of: (a) the implementation and enforcement of the  
25 Settlement Agreement until each and every act agreed to be performed by the parties to the  
26 Settlement Agreement shall have been performed; (b) any other action necessary to conclude this  
27 settlement and to implement the Settlement Agreement; and (c) the construction and interpretation  
28 of the Settlement Agreement.

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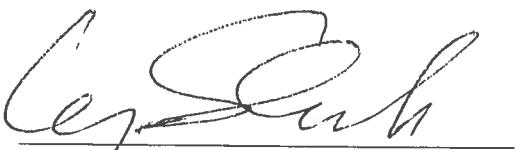
15. Except as set forth in the Settlement Agreement and this Order and Judgment, Plaintiff and the Settlement Class Members shall take nothing by the Complaint in this action.

16. The Court finds that one (1) timely request for exclusion was filed by Regina Bremnenan. Accordingly, Regina Bremnenan is excluded from the Settlement Class and is not bound by the terms of the Settlement Agreement or this Order and Judgment.

17. The Court hereby enters judgment.

**IT IS SO ORDERED.**

Dated: Dec. 11, 2014

  
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Hon. Wynne Carvill  
Judge of the Superior Court