

**FILED**

Clerk of the Superior Court

**MAR 28 2025**

By 

DEPUTY CLERK

**N. WASHINGTON**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SOLANO**

DANIELLE SKARPNES, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

ELIXIR COSMETICS OPCO, LLC,

Defendants.

) Case No. CU23-04638

) Assigned for All Purposes to the Hon Tim  
) P. Kam, Dept. 7

) **[PROPOSED] ORDER AND**  
) **JUDGMENT GRANTING FINAL**  
) **APPROVAL OF CLASS ACTION**  
) **SETTLEMENT**

) Complaint Filed: October 12, 2023

1 The Court, having read the papers filed in support of the Renewed Motion for Final Approval  
2 (the "Motion") by Plaintiff Danielle Skarpnes, and after considering the papers submitted in support  
3 of the Motion, including the Complaint, Stipulated Class Settlement Agreement and Release and the  
4 Amendment to the Class Settlement Agreement and Release (the "Agreement") and following the  
5 January 24, 2025, and March 28, 2025 hearings, hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Elixir Cosmetics OPCO, LLC ("Defendant" or "Elixir") entered into  
7 an Agreement on November 7, 2023 to settle this class action lawsuit.

8 The Court entered an Order on January 19, 2024, preliminarily approving the settlement of  
9 this Class action lawsuit ("Preliminary Approval Order"), consistent with Code of Civil Procedure  
10 Section 382 and California Rule of Court 3.769, provisionally certifying the Settlement Class,  
11 ordering notice to be sent to the Settlement Class, and scheduling a Final Approval Hearing for May  
12 20, 2024;

13 The Court held Hearings on the Motion on January 24, 2025, and March 28, 2025 to  
14 determine whether to give final approval to the Settlement of this class action lawsuit. Counsel for  
15 the parties and Objectors Melanie Wohl and Dalit Cohen ("Objectors") were present. The  
16 appearances are as stated in the record. The Motion is GRANTED as set forth below.

17 1. **Incorporation of Other Documents.** This Order Granting Final Approval ("Order")  
18 incorporates the Agreement. Unless otherwise provided herein, all capitalized terms in this Order  
19 shall have the same meaning as set forth in the Agreement.

20 2. **Jurisdiction.** Because adequate notice has been disseminated and members of the  
21 Settlement Class have been given the opportunity to request exclusion from the Settlement, the  
22 Court has personal jurisdiction with respect to the claims of all Class Members. The Court also has  
23 subject matter jurisdiction over this class action lawsuit, including jurisdiction to approve the  
24 Settlement, and grants final certification of the Class for settlement purposes.

25 3. **Final Class Certification.** The Court finds the Class satisfies all applicable  
26 requirements of Code of Civil Procedure Section 382, California Rule of Court 3.769, and due  
27 process. Accordingly, the Court certifies for settlement purposes a Class consisting of all persons in  
28 the United States or its territories who purchased any Elixir Product for personal, family, household,

1 or professional purposes between June 1, 2019 and January 19, 2024 excluding (a) any individuals  
2 who have pending litigation against Elixir; (b) any Settlement Class Members who file a timely  
3 request for exclusion; (c) any officers, directors, or employees, or immediate family members of the  
4 officers, directors, or employees, of Elixir or any entity in which Elixir has a controlling interest; (d)  
5 any person who has acted as a consultant of Elixir; (e) any legal counsel or employee of legal  
6 counsel for Elixir; (f) any federal, state, or local government entities; and (g) any judicial officers  
7 presiding over the Action and the members of their immediate family and judicial staff.

8       4.     **Adequacy of Representation.** As Class Counsel, the attorneys at Farnese P.C. have  
9 fully and adequately represented the Settlement Class for purposes of entering into and  
10 implementing the Settlement and have satisfied the requirements of Code of Civil Procedure Section  
11 382.

12       5.     **Appointment of Counsel.** The Court appoints Peter J. Farnese of Farnese P.C. as  
13 Class Counsel.

14       6.     **Notice Packet.** The Court finds the Long Form Notice, Email Notice, Internet Notice,  
15 Mailed Notice, Reminder Notice, and Publication Notice (collectively, the "Notice Packet") and its  
16 distribution to Class Members to have been implemented pursuant to the Agreement and this Court's  
17 Preliminary Approval Order. The Court also finds the Notice Packet:

- 18           a.   Constitutes notice reasonably calculated to apprise Settlement Class Members of: (i)  
19               the pendency of the class action lawsuit; (ii) the material terms and provisions of the  
20               Settlement and their rights; (iii) their right to object to any aspect of the Settlement;  
21               (iv) their right to exclude themselves from the Settlement; (v) their right to claim a  
22               Settlement Benefit; (vi) their right to appear at the Final Approval Hearing; and (vii)  
23               the binding effect of the orders and judgment in the class action lawsuit on all  
24               participating Settlement Class Members;
- 25           b.   Constitutes notice that fully satisfies the requirements of Code of Civil Procedure  
26               Section 382, California Rule of Court 3.769, and due process;
- 27           c.   Constitutes the best practicable notice to Class Members under the circumstances of  
28               the class action lawsuit; and

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

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

8. **Binding Effect.** The terms and provisions of the Settlement and this Order are binding on Plaintiff and Settlement Class Members. The Settlement will have no binding effect upon, and provide no *res judicata* preclusion to, those in the Settlement Class who have submitted timely requests for exclusion.

9. **Release of Claims.** As of the Effective Final Settlement Date, Settlement Class Members waive, release, promise never to assert in any forum, remise, and forever discharge the Released Parties from the Released Plaintiff's Claims during the Settlement Class Period.

10. **Enforcement of Settlement.** Nothing in this Order shall preclude any action to enforce the terms and provisions of the Agreement.

11. **Class Representative Service Award.** The Court finds that Class Representative Service Payments of \$2,500 each, to be paid to Plaintiff, and Objectors Cohen and Wohl, out of the Cash Settlement Fund, to be reasonable and appropriate in light of: (a) the risks (financial, professional, and emotional) in commencing this litigation; and (b) the time and effort Plaintiff and Objectors spent litigating this action as the Class Representative. The Class Representative Service Payments are to be paid pursuant to the terms and provisions in the Agreement. The Court appoints Plaintiff Danielle Skarpnes as the Class Representative for settlement purposes.

12. **Attorneys' Fees Award and Cost Award.** The Court finds the Counsel's Fees in the amount of \$800,000, to be paid out of the Cash Settlement Fund, to Class Counsel and Counsel for Objectors, to be reasonable and appropriate. The Fees shall be allocated as follows: Class Counsel (\$500,000) and Objectors' Counsel (\$300,000). The Court also finds the Expenses as reimbursement for actual litigation costs incurred by Class Counsel in the amount of \$17,823.29 to

1 be paid out of the Cash Settlement Fund to Class Counsel, to be reasonable and appropriate. Such  
2 fees and costs are to be paid pursuant to the terms and provisions in the Settlement.

3 13. **Administration Costs.** The Court finds the administration costs of \$340,071.77  
4 which have been incurred to date, and were to be paid by Defendant to the Settlement Administrator,  
5 to be reasonable and appropriate. The administration costs are to be paid pursuant to terms and  
6 provisions in the Agreement. Future costs must be presented to the Court for further approval.

7 14. **Funding of the Settlement.** No later than seven (7) calendar days after the Final  
8 Approval Hearing, Elixir shall deposit the remaining 50% due of the Cash Settlement Fund Amount  
9 (\$1,150,000) by wiring the funds to the Settlement Administrator. Within twenty (20) business days  
10 after the funding of the Settlement, the Settlement Administrator shall calculate and pay all  
11 payments due under the Settlement.

12 15. **Fairness of the Settlement.** As noted in the Preliminary Approval Order, the  
13 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the  
14 Settlement was the product of arm's-length negotiations following extensive negotiations. The Court  
15 finds that the claims handling process of the Settlement Administrator to have been fair, reasonable,  
16 and adequate.

17 16. **Uncashed Checks.** Settlement Class Members who receive their Cash Benefits in the  
18 form of a check must cash or deposit their settlements checks within one hundred eighty (180)  
19 calendar days after the checks are mailed to them.

20 17. **Cy Pres.** The Parties are directed to meet and confer within thirty (30) days if there  
21 are any unclaimed funds in the Net Settlement Fund that remain unclaimed after allocation of the  
22 Cash Benefits, and to submit a distribution plan to the Court for approval.

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

28 19. **Final Accounting and Compliance.** The Court sets a Status Conference for

1 November <sup>October</sup>~~14~~ 2025 at 9:00 a.m. in Department 7. No later than ~~November 17~~, 2025 Plaintiff shall  
2 file a status report that states the disposition of all settlement proceeds and is accompanied by an  
3 admissible evidentiary declaration.

4 20. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Order. This Court  
5 expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement  
6 of the Agreement and of this Order, and for any other necessary purpose.

7  
8 **IT IS SO ORDERED**

9 Date: 3/28/2025



**Tim P. Kam**

Hon. Tim P. Kam  
Judge of the Superior Court