

NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DAVIDA MINOR and ASHA AYANNA,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

FAVORITE WORLD, LLC,

Defendant.

Case No. 2:24-cv-4425-JFW-AJR<sub>x</sub>

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONALLY  
CERTIFYING THE SETTLEMENT  
CLASS, PROVIDING FOR NOTICE, AND  
SCHEDULING ORDER**

This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditionally Certifying the Settlement Class, Providing for Notice, and Scheduling Order ("Motion for Preliminary Approval").

In connection with the Motion, the Court has considered and reviewed the following materials: (1) the Motion for Preliminary Approval of the Settlement (the "Motion"), along with its accompanying declarations and other materials; and (2) the Class Action Settlement Agreement, and its exhibits (the "Settlement Agreement"). The Court has also considered the pleadings and record in this case. As part of the Settlement Agreement, Defendant Favorite World, LLC ("Shapermint" or "Defendant") is not objecting to the certification of the Settlement Class for settlement purposes only.

1 For the reasons set forth below, the Court grants the Motion for Preliminary Approval of  
2 the Class Action Settlement and Preliminary Certification of the Settlement Class for settlement  
3 purposes only. The Court further finds that it has jurisdiction over this action and each of the parties  
4 for purposes of settlement and asserts jurisdiction over the Settlement Class Members for purposes  
5 of effectuating this Settlement and releasing their claims.

6 **I. FACTUAL AND PROCEDURAL BACKGROUND**

7 This action was filed on April 19, 2024. In the Second Amended Complaint, filed on  
8 September 23, 2024, Plaintiffs allege that Shapermint advertised deceptive discounts and false  
9 prices that led consumers to purchase its products believing they were getting a good deal.  
10 Plaintiffs allege violations of California’s Consumer Legal Remedies Act (“CLRA”), False  
11 Advertising Law (“FAL”), and Unfair Competition Law (“UCL”).

12 On October 8, 2024, the Parties held an all-day mediation with Robert A. Meyer over  
13 videoconference. In the lead up to mediation, the Parties fully briefed Plaintiffs’ Motion for Class  
14 Certification and engaged in contested discovery. They were unable to resolve this matter during  
15 the mediation, but Mr. Meyer continued to oversee continued negotiations, making a mediator’s  
16 proposal that was eventually accepted by the parties on November 4, 2024.

17 **II. THE SETTLEMENT**

18 **A. The Proposed Settlement Class**

19 The Settlement Agreement contemplates certification of the following Settlement Class for  
20 settlement purposes only.  
21

22 All individual consumers who, during the Class Period, purchased one or more  
23 Class Products from Defendant’s website [www.shapermint.com](http://www.shapermint.com) at a discounted  
24 price below the listed MSRP price listed on the website for personal, family, or  
household purposes while residing in California.

25 “Class Period” means April 19, 2020 through the date of the Preliminary Approval Order;  
26 “purchased” includes any form of payment, store credit, or gift cards; “Defendant” is Favorite  
27 World, LLC; “Class Product(s)” means all “Essentials,” “Empetua®,” and “Truekind®” branded  
28 shapewear products sold on Defendant’s website, [shapermint.com](http://shapermint.com), during the Class Period

1 including bras, underwear, leggings, camis, bodysuits, swim wear, and other clothing articles and  
2 do not include accessories; and “discounted price” means a sale price below the original MSRP  
3 price without taking into account any coupon codes, store credit, or any other credits that could be  
4 applied to further reduce the purchase price during the checkout process.

5 Excluded from the from the proposed Settlement Class are: (i) Defendant and its officers,  
6 directors, and employees; (ii) any person who validly opt outs of the Settlement in a timely manner;  
7 (iii) judicial officers and their immediate family members and associated court staff assigned to  
8 the case; (iv) anyone who received a full cash refund of the Product(s); and (v) any natural person  
9 or entity that entered into a release with Defendant prior to the Effective Date arising from the  
10 same representations, advertising, marketing and/or sales on the Defendant’s website,  
11 www.shapermint.com, underlying the claims in the operative complaint in the Action.

12 **B. Benefits to the Settlement Class**

13 As described in detail in the Settlement Agreement, the Settlement requires Shapermint to  
14 provide benefits in the form of vouchers to the Settlement Class, which Plaintiffs estimate based  
15 on their review of Settlement Class member purchases data to be worth roughly \$4,700,000. In  
16 addition, Defendant will provide \$475,000 to the Settlement Costs Fund to pay for Settlement  
17 Costs. Lastly, Defendant has agreed to injunctive relief to the benefit of the Settlement Class,  
18 including text stating that the strikethrough price is the Manufacturer’s Suggested Retail Price that  
19 will be visible if a mouse is moved over the tooltip icon in close proximity to the strikethrough  
20 price. If Settlement Class Members do nothing, they will receive a \$6 voucher to be used for any  
21 purchase on www.shapermint.com and will receive the benefits of the injunctive relief. If  
22 Settlement Class Members submit a Claim Form, they can receive a voucher worth up to \$12.

23 **C. Release**

24 As detailed in the Settlement Agreement, in exchange for the benefits conferred by the  
25 Settlement, all Settlement Class Members will be deemed to have released those claims alleged in  
26 the Second Amended Complaint and other claims that arise from the same facts and claims alleged  
27 in the Second Amended Complaint. Settlement Class Members will retain their rights against  
28

1 Shapermint to bring any claims disconnected from the facts and allegations in this lawsuit.

2 **D. Settlement Administrator, Administration Costs, and Notice**

3 The Parties' proposed Settlement Administrator is Phoenix Settlement Administrators. The  
4 Settlement Agreement pays for the Settlement Administrator out of the Settlement Costs Fund.  
5 The Settlement Agreement requires Defendant to notify Settlement Class Members of the  
6 Settlement by emailing the notice to all members of the Settlement Class (Shapermint has email  
7 addresses associated with all Class Members' Shapermint orders). The proposed Email Notice to  
8 be sent to Settlement Class Members is attached as Exhibit A to the Settlement Agreement, and  
9 will be sent over a seven day period.

10 In addition, the Settlement Administrator will create a Settlement Website that will include  
11 all necessary and pertinent information for Settlement Class Members, including (1) detailed  
12 information about the Settlement and the process to make claims, object, or opt out; (2) a claim  
13 form allowing Settlement Class members to submit claims for additional voucher credit online  
14 (see Exhibit C attached to the Settlement Agreement), (3) the Settlement Agreement, (4) the signed  
15 Preliminary Approval Order and publicly filed motion papers and declarations in support thereof,  
16 (5) instructions on how to access the case docket, and (6) relevant deadlines, including deadlines  
17 to opt-out or object to the Settlement Agreement. The Settlement Website will also include the  
18 following information: (1) a plain and concise description of the Action and the proposed  
19 Settlement, (2) the right of Settlement Class Members to request exclusion from the Settlement  
20 Class or to object to the Settlement, and (3) specifics on the date, time and place of the Final  
21 Approval Hearing. The Settlement Website will contain the Long Form Notice in substantially the  
22 same form as Exhibit B attached to the Settlement Agreement.

24 Prior to the dissemination of Class Notice, the Settlement Administrator shall establish a  
25 toll-free telephone number, through which Class Members may obtain information about the  
26 Settlement, obtain answers to frequently asked questions, and request a copy of the Claim Form.  
27 Under the Agreement, the Settlement Administrator will also serve Class Action Fairness Act  
28 ("CAFA") notice in accordance with the requirements of 28 U.S.C. § 1715(b) within ten (10) days

1 of the date of the filing of this Motion.

2 **E. Request for Exclusion from the Settlement Class**

3 Settlement Class Members who wish to opt out of this Settlement must submit a written  
4 statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each  
5 request for exclusion must: (a) state the Settlement Class Member's name, address, and phone  
6 number; (b) be personally signed by the Settlement Class Member and not the Settlement Class  
7 Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the  
8 statement "I/we request to be excluded from the class settlement in *Davida Minor, et al., v.*  
9 *Favorite World LLC*, Case No. 2-24-cv-4425-JFW-AJR (C.D. Cal.)." See Settlement Agreement  
10 at § V.B. Any Settlement Class Member who properly opts out of the Settlement Class will not be  
11 entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right  
12 to object, appeal or comment thereon.

13 **F. Objections**

14 Any Settlement Class Member who wishes to object to the Settlement must do so in writing  
15 by the Objection/Exclusion Deadline. See Settlement Agreement at § V.A. All written objections  
16 and supporting papers must (a) contain and clearly identify the case name and number; and (b) be  
17 submitted to the Court either by mailing them to the Class Action Clerk, United States District  
18 Court for the Central District of California, First Street Courthouse, 350 West 1st Street,  
19 Courtroom 7A, Los Angeles, CA 90012, or by filing them in person at any location of the United  
20 States District Court for the Central District of California.

21 Written objections must also contain: (1) the full name, address and telephone number of  
22 the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied  
23 by legal support for the objection (if any); (3) any papers, briefs or other documents upon which  
24 the objection is based; (4) a list of all persons who will be called to testify in support of the  
25 objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at  
26 the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under  
27 penalty of perjury, that they were a California resident who purchased one or more products from  
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1 Defendant during the Class Period; (7) a list of all objections filed by the objector and his or her  
2 counsel to class action settlements in the last three years; and (8) the signature of the Settlement  
3 Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the  
4 Fairness Hearing (whether individually or through separate counsel) unless written notice of the  
5 Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written  
6 objections or briefs, have been timely submitted to the Court. Class Counsel shall, at least fourteen  
7 (14) calendar days (or such other number of days as the Court shall specify) before the Fairness  
8 Hearing, file any responses to any written objections submitted to the Court by Settlement Class  
9 Members.

10 **G. Attorneys' Fees, Costs, and Settlement Class Representatives Incentive Awards**

11 The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys'  
12 fees, and costs incurred by Class Counsel. The Settlement Agreement provides that Class Counsel  
13 may seek the remainder of the Settlement Costs Fund for fees and costs, after both incentive awards  
14 and Settlement Costs have been deducted. Class Counsel will petition the Court for awards for  
15 each named Plaintiff as Incentive Awards to compensate them for their time and effort in the  
16 Action. Any issue relating to attorneys' fees and costs or to any Incentive Awards will be  
17 considered by the Court separately from the Court's consideration of the fairness, reasonableness,  
18 and adequacy of the Settlement.

19 **III. LEGAL STANDARD**

20 "[I]n the context of a case in which the parties reach a settlement agreement prior to class  
21 certification, courts must peruse the proposed compromise to ratify both the propriety of the  
22 certification and the fairness of the settlement." *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir.  
23 2003). In other words, to preliminarily approve a class settlement, a court must conduct two  
24 analyses. First, a court must find that the proposed class can be conditionally certified. To do so,  
25 the court must find that the requirements of Rule 23 are met. *In re Hyundai & Kia Fuel Econ.*  
26 *Litig.*, 926 F.3d 539, 558 (9th Cir. 2019). Second, a court must determine that the proposed  
27 settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). In other words, the court  
28

1 “evaluate[s] the terms of the settlement to determine whether they are within a range of possible  
2 judicial approval.” *Wright v. Linkus Enters., Inc.*, 259 F.R.D. 468, 472 (E.D. Cal. 2009). Thus,  
3 “[a]t this stage, the court may grant preliminary approval of a settlement and direct notice to the  
4 class if the settlement: (1) appears to be the product of serious, informed non-collusive  
5 negotiations; (2) has no obvious deficiencies; (3) does not improperly grant preferential treatment  
6 to class representatives or segments of the class; and (4) falls within the range of possible  
7 approval.” *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016) (internal quotation  
8 marks omitted).

#### 9 **IV. DISCUSSION**

##### 10 **A. Conditional Certification of the Settlement Class is Appropriate.**

11 For purposes of this proposed Settlement only, and pending final approval of the Settlement  
12 Agreement after a Final Approval Hearing, the Court finds that the Settlement Class satisfies the  
13 requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

14 Numerosity. The proposed Settlement Class consists of approximately 684,309 Settlement  
15 Class Members up to May 21, 2025. Thus, the proposed Settlement Class is so numerous that  
16 joinder of all members is impracticable.

17 Commonality. The commonality requirement is satisfied if “there are questions of law or  
18 fact common to the class[.]” Fed. R. Civ. P. 23(a)(2). Common questions must be “capable of  
19 classwide resolution.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). In other words,  
20 common questions must have a common answer that “will resolve an issue that is central to the  
21 validity of each one of the claims in one stroke.” *Id.* Here, there are multiple common questions  
22 of law and fact, including: (1) whether Defendant's advertising of sales and discount prices were  
23 “false or misleading within the meaning of the UCL, FAL or CLRA; (2) whether defendant made  
24 false statements in its advertisements; (3) whether defendant’s advertisements were likely to  
25 deceive a reasonable consumer; (4) whether defendant’s statements regarding its pricing were  
26 material to plaintiffs’ purchasing decisions; (5) how to calculate prevailing market price; (6)  
27 whether the regular price equaled the prevailing market price for the preceding 90 days in  
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1 defendant's price-comparison advertising scheme,” and (7) “whether plaintiffs have suffered  
2 damages as a result of defendant’s conduct.” *Spann*, 307 F.R.D. at 518.

3 Typicality. Rule 23(a)(3) requires that the class representative’s claims or defenses be  
4 “typical of the claims or defenses of the class[.]” Fed. R. Civ. P. 23(a)(3). To show typicality, the  
5 named plaintiff’s claims must be “reasonably co-extensive with those of absent class members[.]”  
6 but “they need not be substantially identical.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th  
7 Cir. 1998). Here, Plaintiff Minor and Plaintiff Ayanna’s claims are typical of the Settlement Class  
8 because, like all Settlement Class Members, they allege that they purchased products advertised at  
9 a purported discount on www.shapermint.com, and that they relied on the discounts when making  
10 their purchases. And they allege, like all Settlement Class Members, they did not receive the  
11 advertised discounts because Defendant’s products were always on sale and so its discounts were  
12 false.

13 Adequacy. “[N]amed Plaintiffs must fairly and adequately protect the interests of the  
14 class.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 985 (9th Cir. 2011). Courts measure  
15 adequacy using two standards: “(1) Do the representative plaintiffs and their counsel have any  
16 conflicts of interest with other class members, and (2) will the representative plaintiffs and their  
17 counsel prosecute the action vigorously on behalf of the class?” *Staton v. Boeing Co.*, 327 F.3d  
18 938, 957 (9th Cir. 2003). Here, the Court finds that proposed Class Counsel have no conflicts of  
19 interest with absent Class Members, and that they are competent and capable of exercising their  
20 responsibilities. The Court also finds that Plaintiffs have no conflicts of interest with the Settlement  
21 Class, and that they have fairly and adequately represented the interests of the Settlement Class.

22 Predominance. “The predominance inquiry ... asks whether proposed classes are  
23 sufficiently cohesive to warrant adjudication by representation.” *Stearns v. Ticketmaster Corp.*,  
24 655 F.3d 1013, 1019 (9th Cir. 2011). “When common questions present a significant aspect of the  
25 case and they can be resolved for all members of the class in a single adjudication, there is clear  
26 justification for handling the dispute on a representative rather than on an individual basis.”  
27 *Hanlon*, 150 F.3d at 1022 (internal quotation marks and citations omitted). Here, common  
28



1 questions—such as whether Defendant’s sales and pricing scheme generated false and deceptive  
2 advertisements—predominate. *See Rael v. Children's Place, Inc.*, No. 3:16-CV-00370-GPC-LL,  
3 2020 WL 434482, at \*7 (S.D. Cal. Jan. 28, 2020) (explaining, in a fake discounts case, that  
4 “regardless of the volume, price, timing, or location for any [Class Member’s] qualifying purchase,  
5 all claims will require the Court to analyze whether Defendant’s pricing scheme and pattern of  
6 discounting prices was lawful under California law.”)

7 Superiority. The superiority requirement asks whether a class action is “superior to other  
8 available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).  
9 Here, because Settlement Class Members’ potential individual claims are small, and because their  
10 claims are virtually identical, a class action is a superior method to adjudicate this dispute.

11 **B. The Proposed Settlement is Fair, Adequate, Reasonable, and Warrants**  
12 **Preliminary Approval**

13 A preliminary review of the Settlement reveals the fairness, reasonableness, and adequacy  
14 of its terms.

15 The Settlement is the product of arm’s length negotiations. “Preliminary approval is  
16 appropriate if the proposed settlement is the product of serious, informed, non-collusive  
17 negotiations.” *In re: Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, No.  
18 2672 CRB (JSC), 2016 WL 6091259, at \*10 (N.D. Cal. Oct. 18, 2016). Here, the Parties were  
19 represented by knowledgeable counsel who engaged in extensive and substantive negotiations.  
20 Counsel engaged in substantial discovery, fully briefed class certification, and sought the help of  
21 an experienced mediator. Defendant’s counsel provided extensive records on its sales and  
22 financials. Further, there is no evidence of collusion or that the Class Counsel placed their interests  
23 above those of the Settlement Class in negotiating this Settlement. The Parties did not negotiate  
24 attorneys’ fees, costs, and service awards to the Plaintiffs (through the mediator) until after they  
25 reached agreement on the benefits owed to the Settlement Class. In short, the Parties thoroughly  
26 investigated and considered the strengths and weaknesses of the case and engaged in well-  
27 informed and adversarial negotiations.  
28

1        The Settlement falls within the reasonable range of judicial approval. The Settlement  
2 Agreement provides approximately \$4,700,000 in value to Settlement Class Members (according  
3 to Plaintiffs' estimation), on top of the value of the injunctive relief and payment of all  
4 administrative costs, and attorneys' fees and costs. All Settlement Class Members will get a  
5 minimum of \$6 and up to a \$12 voucher that expires after a year. This recovery is similar to  
6 recovery gained in analogous cases. *See, e.g., Chaikin v. Lululemon USA Inc.*, No. 3:12-CV-  
7 02481-GPC, 2014 WL 1245461, at \*3 (S.D. Cal. Mar. 17, 2014) (approving settlement for  
8 vouchers that expire after 6 months); *Foos v. Ann, Inc.*, No. 11CV2794 L MDD, 2013 WL  
9 5352969, at \*3 (S.D. Cal. Sept. 24, 2013) (settlement approved for \$15 voucher or 20% off that  
10 expire after 6 months).

11        In short, the Settlement is a fair and reasonable outcome, especially given the risks of  
12 continued litigation.

13        The Settlement has no obvious deficiencies. As described above, the Settlement provides  
14 significant relief to Settlement Class Members. In addition, it has no obvious deficiencies. The  
15 Settlement Agreement calls for a tailored release of claims which were alleged in the operative  
16 complaint, or which arise from the same facts and claims alleged in the operative complaint. This  
17 will ensure that Class Members maintain their rights against Shapermint for unrelated issues. *See*  
18 *Martinez v. Knight Transportation, Inc.*, No. 1:16-CV-01730-SKO, 2023 WL 2655541, at \*16  
19 (E.D. Cal. Mar. 27, 2023) (“[T]he settlement does not release unrelated claims that Class Members  
20 may have against Defendant. The Court therefore finds that the scope of the release is  
21 satisfactory.”) (citing cases).

22        The Agreement does not grant improper preferential treatment to the class representatives.  
23 In determining whether to grant preliminary approval, courts consider “whether the proposal  
24 ‘improperly grant[s] preferential treatment to class representatives or segments of the class.’”  
25 *Perks v. Activehours, Inc.*, No. 5:19-CV-05543-BLF, 2021 WL 1146038, at \*6 (N.D. Cal. Mar.  
26 25, 2021) (citation omitted). Here, the Agreement allows Class Counsel to seek up to a \$5,000 in  
27 service awards for the named Plaintiffs. These awards, which together are approximately 0.28%  
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1 of the Settlement's total value, are appropriate given Plaintiffs' important and diligent service  
2 throughout this litigation. Moreover, the Settlement does not grant preferential treatment to any  
3 segment of the class, and instead equitably distributes the Settlement Awards based on products  
4 purchased from Shapermint.

5 In sum, the Court's preliminary evaluation of the Settlement Agreement reveals that the  
6 Agreement is fair, reasonable, and adequate and should be approved.

7 **C. The Proposed Class Notice Provides for the Best Notice Practicable Under the**  
8 **Circumstances.**

9 Due process under Rule 23 requires that Class Members receive notice of the settlement  
10 and an opportunity to be heard and participate in the litigation. Fed. R. Civ. P. 23(c)(2)(B). In other  
11 words, "individual notice must be provided to those class members who are identifiable through  
12 reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-76 (1974). Here, the Parties  
13 have selected Phoenix Settlement Administrators as the Settlement Administrator. The Court finds  
14 that the Class Notice described above, and detailed in the Settlement Agreement, comports with  
15 due process, Rule 23, and all other applicable law.

16 In addition, under Rule 23(e), notice to class members "must generally describe the terms  
17 of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to  
18 come forward and be heard." The Court finds that substance of the proposed notice fully apprises  
19 Class Members of their rights. The notice contains all of the necessary information required to  
20 inform Class Members of their rights under the Settlement, and also directs them to the Settlement  
21 Website where they can obtain more detailed information. Thus, the Court finds that the proposed  
22 notice is fair and reasonable.

23 **D. Schedule and Procedures**

24 The Court orders the following schedule and procedures for disseminating the Class  
25 Notice, requesting exclusion from the Settlement Class, and objecting to the Settlement:  
26

27

Item	Deadline
Filing of Motion for Preliminary Approval	July 14, 2025
Funding of Administration Fund (up to \$25,000)	August 14, 2025

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1	Notice Deadline/Notice Date	Beginning September 2, 2025, and completed by September 9, 2025
2	Objection/Exclusion Deadline	October 22, 2025
3	Claim Deadline	November 5, 2025
4	Final Tally	November 12, 2025
5	Plaintiff's Motion for Attorneys' Fees and Incentive Awards to be filed on or before	November 3, 2025
6	Motion for Final Approval to be Filed on or before	November 3, 2025
7	Deadline for Response to Any Objections	November 17, 2025
8	Final Approval Hearing and Hearing on Motion for Attorneys' Fees and Incentive Awards	December 1, 2025
9	Effective Date	The date on which time to appeal or to seek permission to appeal from the Court's approval of this Agreement has expired or, if appealed, approval of this Agreement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.
10	Payment of Attorneys' Fees and Costs and Incentive Awards	60 days after Effective Date
11	Distribution of Settlement Awards	No later than 37 days after Effective Date

#### **E. Final Fairness Hearing**

The Court will hold a Final Approval Hearing on December 1, 2025, at 11:00 a.m, to determine the fairness, reasonableness, and adequacy of the Settlement Agreement, and to determine whether the proposed Settlement should be finally approved, and final judgment entered.

#### **F. Other Provisions**

Class Counsel and Shapermint are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the proposed Class Notice.

If for any reason the Court does not execute and file an Order of Final Approval, or if the Effective Date does not occur for any reason, the Parties will be restored to the status quo ante as set forth more specifically in the Settlement.

1       **V.       CONCLUSION**

2       Based on the foregoing, IT IS ORDERED THAT:

- 3       1. The Motion for Class Certification and Preliminary Approval of Settlement Agreement  
4       is granted upon the terms and conditions set forth in this Order.
- 5       2. The Court preliminarily certifies the Settlement Class, as defined above, for the  
6       purposes of settlement.
- 7       3. The Court preliminarily appoints Plaintiffs Davida Minor and Asha Ayanna as Class  
8       Representatives for settlement purposes.
- 9       4. The Court preliminarily appoints Brandon Brouillette, Craig W. Straub, and Zachary  
10       M. Crosner of Crosner Legal, P.C. as Class Counsel.
- 11       5. The Court preliminarily finds that the terms of the Settlement are fair, reasonable and  
12       adequate, and comply with Rule 23(e) of the Federal Rules of Civil Procedure.
- 13       6. The proposed Class Notice complies with the requirements of Rule 23 and due process,  
14       and notice is to be sent to the Settlement Class Members as set forth in the Settlement  
15       Agreement and pursuant to the deadlines in the Agreement.
- 16
- 17
- 18
- 19

20       Dated: July 31, 2025

  
HON. JOHN F. WALTER  
UNITED STATES DISTRICT JUDGE