**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF NEW YORK**

SOL TAN TANNING & SPA LLC, CLEAN SLATE ESTHETICS, LLC, CRYSTAL LOYER dba GLOW STUDIO, DYANE THYFAULT dba LOTUS WAXING & SKINCARE STUDIO, ELITE SKIN AND BODY, LLC, GLAM ESSENCE MED SPA, LLC, GLAM+GLOW BEAUTY BAR, LLC, SPA THIRSTY, INC., LA CHÍC BOHÈME COLLECTIVE LLC dba LA CHÍC BOHÈME, LAURIE CHAMPAGNE dba CHAMPAGNE AESTHETICS, LLC, SAMANTHA SILVA dba ABSOLUTE SKINCARE SPA, LASHES, SKIN & WAXING WITH ALLYSON, LLC, SKYN ALCHEMY, INC., SUSANA WETZEL dba BEACHSIDE BEAUTY, THE GLOW AESTHETICS 808, LLC, TOUCH OF SAM LLC, et al. On Behalf of Themselves And All Others Similarly Situated,

Plaintiffs,

v.

HYDRAFACIAL LLC dba THE HYDRAFACIAL COMPANY,

Defendant.

**Civil Case No.: 1:24-cv-08073**

**DECLARATION OF ROY A. KATRIEL IN SUPPORT OF PLAINTIFF SPA THIRSTY, INC.'S UNOPPOSED MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVAL OF SERVICE AWARD**

I, Roy A. Katriel, declare:

1. I am counsel of record for the plaintiffs and am Class Counsel in the above-entitled action, am admitted to appear *pro hac vice* before this Court in this action, am over the age of eighteen, and am not a party to the action. I make this Declaration of my own personal knowledge and, if called upon to do so, could and would testify as set forth herein.

2. Attached as Exhibit 1 hereto is a copy of the firm resume for The Katriel Law Firm, P.C., which details the nature of the firm's practice, results in class action litigation, and details my qualifications. As counsel for Plaintiffs in this action, I, along with my co-counsel, thoroughly investigated the facts and law underlying the claims that were asserted before filing suit over two years ago. My firm and my co-counsel also propounded extensive written discovery, reviewed thousands of pages of discovery produced by the named defendants in the action, and engaged in motion practice and three rounds of pleading.

3. After the filing of the initial Class Action Complaint in this case and, while the motions to dismiss and to stay discovery filed by Defendants HydraFacial LLC and The Beauty Health Company were being briefed and remained pending, the parties agreed to attend a mediation before Greg Danilow, an experienced mediator with Philips ADR. The mediation took place on April 29, 2025. Although Defendants had filed a motion to stay discovery, my co-counsel and I agreed to a carve-out with Defendants' counsel whereby Defendants would produce documents solely for the purposes of mediation preparation. Those documents were produced and reviewed by my co-counsel and me in advance of the mediation.

4. In preparation for the mediation, my firm and my co-counsel retained the services of an expert economist, Eric Mattolo, Ph.D. of Cirque Analytics, to assist us in understanding the nature of the damages and evaluate potential settlement positions. Dr. Mattolo reviewed the

documents produced by Defendants and produced written work-product to aid Plaintiffs' counsel in their mediation submissions and attendance.

5. The April 29, 2025 mediation did not result in a settlement. Some time thereafter, Plaintiffs filed their First Amended Class Action Complaint ("FAC"), which Defendants again moved to dismiss in part. At the Initial Pretrial Conference, Defendants eventually withdrew their motion to stay discovery. Thereafter, Plaintiffs propounded multiple sets of document requests and received and analyzed voluminous written discovery responsive to those requests produced by Defendants. At the same time, the 16 plaintiffs named in the FAC were served with written discovery requests by Defendants and my co-counsel and I searched and produced extensive documents of each named plaintiff responsive to those requests.

6. After the Court entered its Order Granting In Part Defendants' motion to dismiss the FAC and after extensive review of the discovery produced by Defendants, my co-counsel and I engaged in direct settlement talks with counsel for HydraFacial LLC. These talks were further informed by the Court's Order and by Plaintiffs' later filing of a Second Amended Class Action Complaint ("SAC"). Though unfruitful at first, those direct settlement talks over time resulted in an agreement in principle to settle the entire case along two separate tracks. The first of these entailed a class settlement on behalf of a New York class of Syndeo owners to be represented by named Plaintiff Class Representative Spa Thirsty, Inc. The second track would settle the claims of the remaining 15 non-New York plaintiffs named in the SAC by way of 15 separate individual settlements. As of the date of this filing, those 15 individual settlements have been executed and fully implemented.

7. The Court's Order Granting Plaintiff Spa Thirsty, Inc.'s unopposed motion for preliminary approval appointed Atticus Management as the Settlement Administrator charged

with disseminating the Class Notice to all absent class members either by direct electronic or postal mail as called for in the Class Action Settlement Agreement. Atticus Management has done so. To date, no objections to the Class Settlement nor requests for exclusion from the Settlement Class have been received from anyone.

8. The two-year span of this litigation has seen an active pleading and motion practice and robust discovery. My firm, and I in particular, took the lead role in that motion practice and case strategy that ultimately led to the proposed settlement now pending for Court approval. Table 1 below itemizes the time, hourly rates, and fees billed by my firm that make up its lodestar. Table 1's entries are populated from time record entries made contemporaneously with the tasks billed, and those detailed time records are available for the Court's review, if needed by, or helpful to, the Court in evaluating the pending motion for attorneys' fees, reimbursement of expenses, and approval of a service award.

**TABLE 1**

| **Name And Title Of Biller** | **Hourly Rate** | **Nature Of Task Category** | **Total Hours** | **Lodestar** |
|---|---|---|---|---|
| Roy A. Katriel (Senior Partner) | $750 | Pleading Research and Drafting (initial Class Action Complaint, First Amended Class Action Complaint, Second Amended Class Action Complaint) | 87.25 | |
| | | Motions Practice (Mediation Brief, Opposition To Motion to Dismiss Initial Class Action Complaint, Opposition to | 227.00 | |

| | | | | |
|---|---|---|---|---|
| | | Motion To Stay Discovery, Opposition to Motion To Dismiss First Amended Complaint, Letter Motion For Leave To File Second Amended Complaint and For Leave To File Motion For Reconsideration, Motion For Preliminary Approval of Class Settlement, Motion For Award of Attorneys' Fees, Reimbursement Of Expenses, And Approval of Service Award) | | |
| | | S.D.N.Y. Court Appearances (Initial Pretrial Conference and preparation of Joint Case Management Statement) | 18.25 | |
| | | Settlement Tasks (in-person mediation attendance and conferrals with mediator, settlement communications with opposing counsel and clients, draft Class Action Settlement Agreement, communications with proposed Settlement | 76.75 | |

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|---|---|---|---|---|
| | | Administrator, draft supplement preliminary approval submission) | | |
| | | Discovery (review documents produced by Defendants, review client documents for production) | 46.25 | |
| | | Client and Settlement Communications (communications with N.Y. class rep client, meetings with Settlement Administrator, review class notice forms) | 5.25 | |
| Biller's Total Hours | | | 460.75 | $345,562.50 |
| | | | | |
| Rebecca Kirran (Paralegal) | $125 | Pleading and motion formatting and cite checking, conforming for Court filing | 11.0 | $1,375.00 |
| **TOTAL LODESTAR** | | | | **$346,937.50** |

9. My firm took this case on a contingent fee basis. As part of that billing arrangement, my firm and co-counsel fronted all expenses without any assurance that we would ever be reimbursed. The litigation expenses my firm incurred are set forth in Table 2 below. The expenses for mediation, expert economist, and settlement administration were split evenly between my co-counsel and my firm, such that the entries below represent my firm's share of

those expense items. If needed, I can provide copies of the actual receipts for each itemized expense entered in Table 2.

**TABLE 2**

| **Expense** | **Amount** |
|---|---|
| Mediation Fees | $10,930.79 |
| Expert Economist Fees | $19,360.47 |
| Westlaw/LEXIS legal research fees | $2,822.00 |
| Miscellaneous Court Filing, Courier, Copying, and Mail Fees | $898.25 |
| Travel For Court Appearance | $1,427.50 |
| Settlement Administration Fees | $4,950.00 |
| **TOTAL EXPENSES:** | **$40,389,01** |

10. Plaintiff Spa Thirsty, Inc. and its sole shareholder, Jennifer Skuratov, were instrumental and indispensable to the settlement result achieved. Ms. Skuratov invested significant time and effort in meeting with my co-counsel and me throughout the course of the litigation, produced documents responsive to Defendant's discovery requests, and provided knowledge and information crucial to the prosecution of this action. At the time that Spa Thirsty, Inc. was added as a named party plaintiff to the First Amended Complaint, it had an ongoing business relationship with Defendant HydraFacial LLC and depended on HydraFacial LLC to supply it with serums and other consumables for Spa Thirsty, Inc.'s ongoing aesthetic practice. Spa Thirsty, Inc. and Ms. Skuratov understood that by publicly suing HydraFacial Inc. they risked disturbing the nature of their business relationship with HydraFacial in a manner that

could affect their supply of serums and consumables. Indeed, a number of other Syndeo owners that approached my firm about the litigation ultimately decided not to sign up as named class representatives for fear of disturbing their ongoing business relationship with HydraFacial LLC.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 7th day of September 2026 in Del Mar, California

/s/ Roy A. Katriel