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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES – CIVIL DIVISION

12 ASHLEY MAYS, KRISTINA DOVE,
13 DYANE MACKINNON, LYRIC HEMMER,
14 and VICTORIA VALENTINE, on behalf of
themselves and all others similarly situated,

15 Plaintiffs,

16 v.

17 NURTUR, LLC, an Ohio limited liability
18 company; and DOES 1 to 10, inclusive,

19
20 Defendants.
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Case No. 20STCV26635

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with Not. Of Mot. and Mot.
for Preliminary Approval of Class Action and
PAGA Settlement; memorandum of Points and
Authorities in Support Thereof; Declaration of
Justin Kachadoorian]*

Hearing Date: November 23, 2026

Time: 3:00 p.m.

Judge: Hon. William F. Highberger

Dept.: 10

1 The Motion of Plaintiffs Ashley Mays, Kristina Dove, Dyane MacKinnon , Lyric Hemmer,
2 and Victoria Valentine (“Plaintiffs”) for Preliminary Approval of Class Action and PAGA
3 Settlement came on for hearing before this Court on November 23, 2026 at 3:00 p.m. in
4 Department 10 of the above-entitled Court, located at 312 North Spring Street, Los Angeles,
5 California 90012. The Court, having considered the Settlement Agreement, attached as Exhibit A
6 to the Declaration of Justin Kachadoorian filed concurrently with this Motion, Plaintiffs’ Motion
7 for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and
8 authorities in support thereof, and supporting declarations filed therewith, and good cause
9 appearing, **HEREBY ORDERS THE FOLLOWING:**

10 1. The Court **GRANTS** preliminary approval of the class action and PAGA settlement
11 as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
12 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
13 hearing. The Court preliminarily approves the terms of the Settlement Agreement and finds that
14 they fall within the range of approval as fair, adequate, and reasonable. Based on a review of the
15 papers submitted by Plaintiffs, the Court finds that the settlement is the result of arm’s-length
16 negotiations conducted after Plaintiffs and/or their counsel adequately investigated the claims and
17 became familiar with the strengths and weaknesses of the claims, including through six years of
18 hard-fought litigation, substantial discovery, preparation of class certification and spoliation
19 sanctions motions, and review of Defendant’s audited financial records. The assistance of an
20 experienced mediator, the Honorable Leo Papas (Ret.), in the settlement process supports the
21 Court’s conclusion that the settlement is non-collusive and reasonable. The settlement is
22 presumptively valid, subject only to any objections that may be raised pursuant to the terms of the
23 Settlement Agreement.

24 2. Solely for purposes of the settlement, the Court finds that the proposed Settlement
25 Class is ascertainable and that there is a sufficiently well-defined community of interest among the
26 Settlement Class Members in questions of law and fact. Therefore, for settlement purposes only,
27 the Court grants conditional certification of the following Settlement Class as follows: All persons
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1 who graduated from Defendant Nurtur, LLC's cosmetology or esthetician programs at Aveda
2 Institute Los Angeles (AILA) during the Class Period (July 10, 2016 to October 31, 2022).

3 3. For purposes of the settlement, the Court designates Ashley Mays, Kristina Dove,
4 Dyane MacKinnon, Lyric Hemmer, and Victoria Valentine as Settlement Class Representatives,
5 and designates CounselOne, P.C. as Settlement Class Counsel.

6 4. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator
7 for disseminating notices and administering the settlement.

8 5. The Court approves the Class Notice and Claim Form substantially in the form and
9 content attached as exhibits to the Settlement Agreement.

10 6. The Court finds that the form of notice to the Settlement Class Members regarding
11 the pendency of the action and of the Settlement Agreement and the methods of giving notice to
12 Settlement Class Members constitute the best notice practicable under the circumstances and
13 constitute valid, due, and sufficient notice to all Settlement Class Members. The form and method
14 of giving notice complies fully with the requirements of California Code of Civil Procedure section
15 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
16 and other applicable law.

17 7. The Court further approves the procedures for Settlement Class Members to opt out
18 of or object to the settlement, as set forth in the Class Notice and the Settlement Agreement.

19 8. The procedures and requirements for submitting objections in connection with the
20 Final Approval hearing are intended to ensure the efficient administration of justice and the orderly
21 presentation of any Settlement Class Member's objection to the settlement, in accordance with the
22 due process rights of all Settlement Class Members.

23 9. The Court directs the Settlement Administrator to send the Notice to Settlement to
24 Class Members in accordance with the terms of the Settlement Agreement. Within seven (7)
25 business days of entry of this Order, Defendant shall provide the Settlement Administrator with
26 the Class List containing the name and, to the extent known to Defendant, the most current email
27 address and/or mailing address, telephone number, and social security number of each Settlement
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1 Class Member, in a format requested by the Settlement Administrator. The Settlement
2 Administrator must hold this information in strict confidence and shall execute a confidentiality
3 and non-disclosure agreement with Defendant and Class Counsel. Within fourteen (14) calendar
4 days of receiving the Class List from Defendant, the Settlement Administrator shall send each
5 Settlement Class Member the Class Notice by email or, if no email address is available, by First-
6 Class U.S. Mail. Prior to mailing any notices sent by First-Class U.S. Mail, the Settlement
7 Administrator shall perform a search based on the National Change of Address Database
8 information to update and correct for any known or identifiable address changes.

9 10. Settlement Class Members shall have forty-five (45) calendar days from the date
10 the Settlement Administrator sends the Class Notice to submit a Claim Form, opt out, or object to
11 the settlement. Settlement Class Members may submit a Claim Form electronically through the
12 interactive website maintained by the Settlement Administrator or in paper form, or opt out of or
13 object to the settlement. Any claims, opt-outs, or objections electronically submitted or
14 postmarked after the last date of the Notice Period will not be honored. Settlement Class Members
15 may opt for settlement payment via paper check or digital payment and shall have 120 calendar
16 days to cash their settlement checks. Any uncashed funds after the 120-day period shall be
17 remitted to the Settlement Class Member's state of residence as unclaimed funds.

18 11. Any Settlement Class Member may opt out of or exclude themselves from the
19 settlement. Settlement Class Members wishing to opt out of the settlement must send a signed
20 letter by U.S. Mail to the Settlement Administrator that includes (a) their full name; and (b) an
21 email address and/or telephone number; and (c) a clear statement communicating that they elect
22 to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect
23 to be excluded from any judgment entered pursuant to the settlement; and (d) the case name and
24 case number. Any request for exclusion or opt out must be postmarked by the end of the Notice
25 Period. If transmitted by U.S. Mail, the date of the postmark on the return-mailing envelope shall
26 be the exclusive means used to determine whether a request for exclusion has been timely
27 submitted. Members of the Settlement Class who fail to submit a valid and timely request for
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1 exclusion by the end of the Notice Period shall be bound by all terms of this Settlement Agreement
2 and the Final Approval Order and Final Judgment, regardless of whether they have submitted a
3 Claim Form. Opt-Outs will be valid only if signed by the individual; mass opt-outs are prohibited.
4 Any member of the Settlement Class who submits a timely request for exclusion or opt out may
5 not file an objection to the settlement and shall be deemed to have waived any rights or benefits
6 under this Settlement Agreement. No later than seven (7) calendar days after the opt-out deadline,
7 the Settlement Administrator shall provide the Parties with a complete list of the Settlement Class
8 Members who have effectively opted out of the settlement.

9 12. Settlement Class Members who do not effectively opt out of the settlement as
10 provided herein may object to the terms of the settlement and participate at the final fairness and
11 approval hearing. Settlement Class Members who wish to object to the settlement or appear at the
12 final fairness and approval hearing must submit their written objections to the Settlement
13 Administrator no later the last date of the Notice Period. The Settlement Administrator shall
14 promptly provide all such objections to counsel for Plaintiffs and Defendant. Settlement Class
15 Members who fail to submit a timely written objection in the manner specified above shall be
16 deemed to have waived any objections and shall be foreclosed from objecting to the terms of the
17 settlement unless otherwise ordered by the Court. Settlement Class Members who intend to appear
18 and speak at the final approval hearing, whether in *propria persona* or through an attorney hired
19 at their own expense, must so state in their written objections.

20 13. The Court preliminarily approves the PAGA settlement as fair and reasonable to
21 the PAGA Claimants pursuant to Labor Code § 2699. The PAGA Settlement Payment of \$10,000,
22 of which 75% (\$7,500) shall be remitted to the California Labor and Workforce Development
23 Agency (“LWDA”) and 25% (\$2,500) shall be distributed *pro rata* to the approximately 535
24 PAGA Claimants without requiring a claim form, represents a reasonable compromise of disputed
25 PAGA claims. PAGA Claimants’ individual PAGA payments will be distributed by the
26 Settlement Administrator without requiring a claim form. No PAGA Claimant may opt out of the
27 PAGA portion of the settlement. Concurrently with the filing of the Motion for Preliminary
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Approval, Plaintiffs have provided notification to the LWDA pursuant to Labor Code § 2699(1)(2).

14. The Final Approval hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate is scheduled on _____, 2027 at _____ a.m. / p.m. in Department 10 of this Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court may hold the hearing remotely. The Court reserves the right to continue the date of the Final Approval hearing without further notice to Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

15. At the Final Approval hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement Agreement should be entered; (c) whether the PAGA settlement should be finally approved as fair and reasonable; (d) whether the LWDA payment should be made; and (e) whether Plaintiffs' requests for Named Plaintiff incentive awards, Student Witness incentive awards, the costs of settlement administration, and Class Counsel's attorneys' fees and costs should be granted.

16. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the settlement and Plaintiffs' requests for Named Plaintiff and Student Witness incentive awards, the costs of settlement administration, and Class Counsel's attorneys' fees and costs prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

17. An implementation schedule is below (assuming that the Court grants preliminary approval of the settlement on the hearing date):

Event	Date
Plaintiffs to Provide LWDA Notice	Concurrently with the filing of the motion for preliminary approval, Plaintiffs shall submit a copy of this Settlement Agreement to the LWDA (Settlement Agreement § 20)

Defendant to provide Class List to Settlement Administrator no later than:	_____ (7 business days after order granting preliminary approval) (Settlement Agreement § 21(a))
Settlement Administrator to send Class Notice to Settlement Class Members no later than:	_____ (14 calendar days after Defendant provides Class List to Settlement Administrator) (Settlement Agreement § 21(b))
Deadline for Settlement Class Members to submit Claim Form, opt out, or object to settlement:	_____ (45 calendar days after Settlement Administrator sends Class Notice) (Settlement Agreement §§ 21(f)-(i))
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement:	_____ (no later than 16 court days before the Final Approval Hearing)
Final Approval Hearing:	_____
Plaintiffs to Submit Notice of Final Judgment to LWDA	Within 10 days of the Order granting Final Approval

18. Pending the Final Approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Order, are stayed.

19. Counsel for the Parties are hereby authorized to use all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

20. In the event the settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

IT IS SO ORDERED.

DATED:

Honorable William F. Highberger
Judge of the Superior Court