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14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES – CIVIL DIVISION

17 ASHLEY MAYS, *et al.*,

18 Plaintiffs,

19
20 v.

21 NURTUR, LLC, an Ohio limited liability
22 company; and DOES 1 to 10, inclusive,

23 Defendants.

Case No. 20STCV26635

CLASS ACTION

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Judge: Hon. William F. Highberger
Dept.: 10

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is entered
3 into by and between Plaintiffs Ashley Mays, Kristina Dove, Dyane MacKinnon, Lyric Hemmer, and
4 Victoria Valentine, on behalf of themselves and others similarly situated (collectively, “Plaintiffs”),
5 and Defendant Nurtur, LLC, an Ohio limited liability company (“Defendant”). Plaintiffs and
6 Defendant are referred to collectively herein as the “Parties.”

7 **THE PARTIES STIPULATE AND AGREE:**

8 1. On July 10, 2020, Plaintiff Ashley Mays commenced this action in the Superior Court
9 of the State of California for the County of Los Angeles, captioned *Mays, et al. v. Nurtur, LLC*, Case
10 No. 20STCV26635 (the “Action”). The operative Fourth Amended Class and Representative
11 Action Complaint (“Operative Complaint”), filed October 31, 2023, asserts claims on behalf of
12 Plaintiffs Ashley Mays, Kristina Dove, Dyane MacKinnon, Lyric Hemmer, and Victoria Valentine,
13 and a putative class of similarly situated current and former cosmetology and esthetician students,
14 arising out of Defendant’s operation of its postsecondary cosmetology and esthetician programs,
15 including claims for: (1) violation of California's Unfair Competition Law, Business and Professions
16 Code § 17200, *et seq.*; (2) violation of California’s False Advertising Law, Business and Professions
17 Code § 17500, *et seq.*; (3) violation of the Consumers Legal Remedies Act, Civil Code § 1750, *et*
18 *seq.*; (4) breach of written contract; (5) intentional misrepresentation; (6) negligent
19 misrepresentation; (7) concealment; (8) false promise; (9) violation of Labor Code §§ 510, 1182.12,
20 1194, 1194.2, and 1197; (10) meal-period liability under Labor Code § 226.7; (11) rest-break
21 liability under Labor Code § 226.7; (12) violation of Labor Code § 226(a); (13) violation of Labor
22 Code §§ 201, *et seq.*; and (14) civil penalties under the Private Attorneys General Act, Labor Code
23 § 2699, *et seq.*

24 2. The Parties engaged in extensive arm’s-length negotiations over the course of this
25 litigation, including two formal mediation sessions: the first with Marc J. Feder on August 5, 2022,
26 and the second, an in-person mediation, with the Honorable Leo Papas (Ret.) on July 30, 2025.
27 Between and following these sessions, the Parties continued to negotiate through numerous follow-
28 up discussions facilitated by Mr. Feder and Judge Papas, as well as directly between counsel,

ultimately reaching the agreement reflected herein.

3. Subject to preliminary and final approval by the Court, the Parties have agreed to settle and resolve all claims, causes of actions, and primary rights asserted in the Action as set forth below.

4. Nothing in this Settlement Agreement, nor the fact of this Settlement Agreement itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing by Defendant. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class or representative action other than for settlement purposes. The settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed under or in furtherance of this Settlement Agreement or the settlement: (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability by Defendant or of the truth of any of the factual allegations in the operative complaint; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions by Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than to administer this Settlement Agreement. This section and all other provisions of this Settlement Agreement notwithstanding, any and all provisions of this Settlement Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement Agreement or in defense of any claims released or barred by this Settlement Agreement.

5. For purposes of this Settlement Agreement, the settlement class shall be defined as follows: All persons who graduated from Defendant's cosmetology or esthetician programs at Aveda Institute Los Angeles (AILA) at any time during the Class Period (the "Settlement Class"). Members of the Settlement Class are referred to herein as "Settlement Class Members." Persons who attended AILA regardless of whether they graduated shall be referred to as "students."

6. "Class Period" shall be defined as July 10, 2016 to October 31, 2022.

7. "PAGA Period" shall be defined as June 9, 2019 to October 31, 2022.

1 8. “PAGA Claimants” shall be defined, for purposes of the PAGA portion of this
2 settlement only, as all persons who attended Defendant’s cosmetology or esthetician programs at
3 Aveda Institute Los Angeles (AILA) at any time during the PAGA Period, regardless of whether
4 they graduated. The Parties estimate there are approximately 535 PAGA Claimants.

5 9. During discovery, Defendant provided Plaintiff with data showing that 1,069
6 students attended AILA during the Class Period, inclusive of the 786 students who graduated. Last
7 known contact information for these individuals is available. A *Belaire-West* opt-out notice was
8 sent to each of these individuals regarding disclosure of their contact information and student files
9 during discovery at each of their last known physical addresses and/or email addresses and/or to
10 addresses that were ascertained by the Claims Administrator through skip tracing.

11 10. The Parties agree to the conditional certification of the Settlement Class for the sole
12 purpose of effectuating this settlement. Should the settlement not become final, for whatever reason,
13 the fact that the Parties were willing to stipulate to class certification as part of the settlement shall
14 have no bearing on, and shall not be admissible in connection with, the issue of whether a class
15 should be certified in a non-settlement context or any other legal proceeding in any jurisdiction.

16 11. Based on their own independent investigations and evaluations, the Parties and their
17 respective counsel believe that the settlement for the consideration and on the terms set forth in this
18 Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Settlement
19 Class Members and Defendant, in light of all known facts and circumstances and the risks inherent
20 in litigation, including potential appeals.

21 12. The settlement embodied in this Settlement Agreement is conditioned upon the (a)
22 entry of an order approving certification of the Settlement Class; (b) entry of a final order approving
23 settlement of the Action; (c) entry of judgment; (d) discharge of Defendant from liability for any
24 and all claims relating to the Action; and (e) release by the Plaintiffs and Settlement Class Members
25 who do not timely opt-out of all claims alleged in the Action.

26 13. The Parties will seek preliminary and final approval of this settlement as soon as
27 possible. Plaintiffs’ counsel shall prepare all paperwork necessary to obtain preliminary and final
28 approval. Defendant’s counsel agrees to cooperate in good faith to accomplish this objective.

1 **TERMS OF SETTLEMENT**

2 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
3 set forth herein, the Parties agree, subject to the Court's approval, as follows:

4 14. Settlement Payments to the Authorized Claimants: Subject to Paragraph 20, below,
5 Defendant agrees to fund a claims-made settlement up to a maximum of Two Hundred Fifty
6 Thousand Dollars and Zero Cents (\$250,000.00) (the "Claim Maximum") to pay Settlement Class
7 Members who submit timely and valid claims ("Authorized Claimants"), as follows:

8 (a) \$370 per Authorized Claimant who graduated from the cosmetology program during
9 the Class Period, applied first to that Authorized Claimant's outstanding retail installment debt to
10 Defendant, where applicable, and then the balance as cash payment to that student; or

11 (b) \$185 per Authorized Claimant who graduated from the esthetician program during
12 the Class Period, applied first to that Authorized Claimant's outstanding debt to Defendant, where
13 applicable, and then the balance as cash payment to that student.

14 If total valid claims exceed the Claim Maximum, payments and credits will be reduced *pro*
15 *rata*.

16 (c) Tax Allocation. The Parties agree, and shall represent to the Court, that the Settlement
17 Payments described in this Paragraph constitute restitution and reimbursement of tuition and
18 educational fees previously paid by Settlement Class Members to Defendant, and do not constitute
19 wages, back pay, or compensation for services. Accordingly, one hundred percent (100%) of each
20 Settlement Payment shall be allocated to non-wage income. No portion of the Settlement Payments
21 shall be subject to employee or employer payroll tax withholding. Each Authorized Claimant shall
22 be solely responsible for any taxes owed on his or her Settlement Payment. Neither the Parties nor
23 their counsel are providing tax advice, and nothing in this Settlement Agreement shall be relied upon
24 as such within the meaning of United States Treasury Department Circular 230.

25 15. Incentive Awards to Named Plaintiffs and Student Witnesses

26 Independent of the Settlement Payments to be made pursuant to Paragraph 14 above,
27 Defendant shall pay or cause to be paid incentive awards to the named Plaintiffs and student
28 witnesses as follows:

1 (a) Named Plaintiffs: For agreeing to serve as class representatives, the five named
2 Plaintiffs shall each receive \$5,000 as an incentive award for bringing and assisting in prosecuting
3 this Action, for a total of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to
4 Court approval.

5 (b) Student Witnesses: The 25 non-plaintiff students who submitted declarations or
6 testified in support of Plaintiffs' motion for class certification shall be paid on a per student
7 basis according to participation, the collective amount of which shall not exceed Thirty-Five
8 Thousand Dollars and Zero Cents (\$35,000.00) as follows:

- 9 • \$3,000 – Natasha Campos; Courtney McCormick; Jasmine Vance; Gabriela Aceves;
10 Cindy Lopez Munoz
- 11 • \$1,875 – Kaylee Hill; Lourdes Umana; Antoinette Epperson; Christina Rynveld; Destiny
12 Martinez; Monica Greenlaw
- 13 • \$1,000 – Stephanie Moreno; Candace Lewis; Jessica Thompson; Jennifer Willner; Lindsay
14 Hernandez; Alana May
- 15 • \$500 – Ayana Grundy (Parker); Stephanie Kaplan; Alandra Lucas
- 16 • \$250 – Marlena Barker; Tajahnae Caldwell; Shaina Maple; Sabrina Steward; Ivery Cody

17 16. PAGA Settlement Payment

18 In addition to the Settlement Payments under Paragraph 14 above, and separate and apart
19 from any other amounts payable under this Settlement Agreement, Defendant shall pay or cause to
20 be paid a PAGA Settlement Payment in the total amount of Ten Thousand Dollars and Zero Cents
21 (\$10,000.00) in settlement of all claims for civil penalties under the Private Attorneys General Act,
22 Labor Code § 2698 *et seq.* ("PAGA Penalties"), allocated as follows:

23 (a) LWDA Share. Seventy-five percent (75%) of the PAGA Penalties, totaling Seven
24 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), shall be paid to the
25 California Labor and Workforce Development Agency ("LWDA") pursuant to Labor
26 Code § 2699(i).

27 (b) PAGA Claimants' Share. Twenty-five percent (25%) of the PAGA Penalties, totaling
28 Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), shall be distributed

1 pro rata to all PAGA Claimants (“Individual PAGA Payments”). Each PAGA
2 Claimant’s Individual PAGA Payment shall be calculated by dividing \$2,500.00 by the
3 total number of PAGA Claimants and shall be paid to each PAGA Claimant without
4 requiring the submission of a claim form.

5 (c) No Opt-Out from PAGA. No PAGA Claimant may opt out of the PAGA portion of this
6 settlement. A PAGA Claimant who submits a valid and timely request for exclusion
7 from the class settlement remains bound by the PAGA release set forth herein and
8 remains entitled to receive his or her Individual PAGA Payment.

9 (d) Tax Treatment of PAGA Payments. All Individual PAGA Payments and the LWDA
10 Share constitute civil penalties and shall not be treated as wages. Individual PAGA
11 Payments shall be reported on IRS Form 1099-MISC (Box 3, Other Income) to the extent
12 required by applicable law, and no portion shall be subject to payroll tax withholding.

13 17. Attorneys’ Fees and Costs

14 Independent of the Settlement Payments to be made pursuant to Paragraph 14 above,
15 Defendant shall pay or cause to be paid attorneys’ fees to Plaintiff’s counsel in the amount of Two
16 Hundred Thousand Dollars and Zero Cents (\$200,000.00). In addition, if total claims paid pursuant
17 to Paragraph 14 are less than the Claim Maximum, Plaintiff’s counsel will be further entitled to one-
18 third of any unclaimed amount as recovery of attorney’s fees and costs up to a maximum of Forty
19 Thousand Dollars and Zero Cents (\$40,000) for a total maximum fees/costs award of Two Hundred
20 Forty Thousand Dollars and Zero Cents (\$240,000), to the extent approved by the Court;.

21 18. Settlement Administration:

22 The Parties have selected ILYM Group, Inc. as the settlement administrator (hereinafter,
23 “Settlement Administrator”). Independent of the Settlement Payments to be made pursuant to
24 Paragraph 14 above, Defendant shall pay or cause to be paid the costs of settlement administration
25 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). The Settlement Administrator
26 shall perform the following duties:

- 27 • Send the Class Notice to Settlement Class Members by email or, in the alternative, First-
28 Class U.S. Mail.

- Skip trace and re-mail all returned, undelivered postal mail within seven (7) calendar days of receiving notice that the mailing was undeliverable.
- Establish an interactive internet website containing information about the settlement with the capability to accept online submissions of claim forms.
- Establish an interest-bearing bank account for the deposit of the settlement proceeds.
- Coordinate with the Parties to research and/or investigate any disputes, challenges, or objections submitted by the Settlement Class Members.
- Identify and report opt-outs.
- Prepare and circulate a declaration of responses.
- Prepare and circulate a declaration of compliance.
- Identify any checks that are not timely cashed in accordance with the terms of this Settlement Agreement and provide such information to the Parties.
- Confirm to the Parties the payments to be remitted by the Settlement Administrator and mail settlement checks to the Settlement Class Members, the fees and expenses awarded to Plaintiff's counsel, and the incentive awards to Plaintiffs and the Student Witnesses identified in Paragraph 15 above.
- Provide written confirmation to the Parties when the Class Notice has been sent pursuant to this Settlement Agreement.
- Attempt to resolve any disagreement with Settlement Class Members, including requesting any information or assistance from Defendant or Plaintiff's counsel that the Settlement Administrator believes may assist in resolving the disagreement.
- Calculate and distribute Individual PAGA Payments to all PAGA Claimants by First-Class U.S. Mail or, where the PAGA Claimant has provided an email address, by electronic payment, without requiring a claim form, and transmit the LWDA Share to the LWDA by wire transfer or check as directed by the LWDA.
- All such other tasks required by this Settlement Agreement, as the Parties mutually agree or as the Court orders.

1 19. Notice to LWDA: Concurrently with the filing of the motion for preliminary
2 approval, Plaintiffs shall submit a copy of this Settlement Agreement to the LWDA pursuant to
3 Labor Code § 2699(1)(2). Plaintiffs shall attach proof of such submission as an exhibit to the motion
4 for preliminary approval. Plaintiffs shall similarly submit a copy of any order granting preliminary
5 approval, any order granting final approval, and the final judgment to the LWDA within ten (10)
6 calendar days of entry of each such order.

7 20. Notice and Claims Process

8 (a) Settlement notice shall be disseminated as set forth in the Notice of Settlement
9 (“Class Notice”) approved by the Court. Within seven (7) business days of the date that the Court
10 grants preliminary approval of this Settlement Agreement, Defendant shall provide the Settlement
11 Administrator with data reflecting the identities, mailing addresses, and email addresses of all
12 persons to whom a *Belaire-West* notice was sent in 2024, their dates of attendance, the programs
13 they attended, and whether or not they graduated (“Class List”).

14 (b) Within fourteen (14) calendar days of the receipt of this data from Defendant, the
15 Settlement Administrator shall send or cause to be sent the Email Notice in the form attached hereto
16 as Exhibit A (or as modified by the Court) to each student on the Class List.

17 (c) If a Settlement Class Member’s email address is no longer valid, the Settlement
18 Administrator will mail a Postcard Notice in the form attached hereto as Exhibit B (or as modified
19 by the Court) to such student. Any mailed notices returned to the Settlement Administrator as non-
20 delivered shall be skip-traced and re-sent to the forwarding address, if any, on the returned envelope
21 within seven (7) days of receiving notice that a Class Notice was undeliverable. A returned Postcard
22 Notice will be forwarded only once by the Settlement Administrator.

23 (d) The Settlement Administrator will create and maintain an interactive website devoted
24 to this settlement for the submission of claims. The Settlement Administrator will post the long-
25 form Class Notice in the form attached hereto as Exhibit C (or as modified by the Court) to the
26 interactive website. The Settlement Administrator will also post a Claim Form on the interactive
27 website in the form attached hereto as Exhibit D (or as modified by the Court), as well as instructions
28 about how to submit a Claim Form or opt out of the settlement. Settlement Class Members may

1 submit claims online or by mailing the Claim Form to the Settlement Administrator no later than
2 the last date of the Notice Period.

3 (e) Upon completion of these steps by the Settlement Administrator, Defendant shall be
4 deemed to have satisfied its obligation to provide the Class Notice to students and Settlement Class
5 Members. Such affected persons shall be bound by the Release set forth in Paragraphs 21 and 22
6 below, as well as all the terms of the Settlement Agreement and the Court's order and final judgment.

7 (f) Notice Period: Subject to Court approval, each Settlement Class Member shall have
8 forty-five (45) calendar days from the date that the Settlement Administrator sends the Class Notice
9 to him or her to properly submit a Claim Form either electronically through the interactive website
10 maintained by the Settlement Administrator or in paper form, or opt out of or object to the
11 settlement. Any claims, opt-outs, or objections electronically submitted or postmarked after the last
12 date of the Notice Period will not be honored.

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

1 Administrator shall provide the Parties with a complete list of the Settlement Class Members who
2 have effectively opted out of the settlement.

3 (h) Objections: Settlement Class Members who do not effectively opt out of the
4 settlement as provided herein may object to the terms of the settlement and participate at the final
5 fairness and approval hearing. Settlement Class Members who wish to object to the settlement or
6 appear at the final fairness and approval hearing must submit their written objections to the
7 Settlement Administrator no later the last date of the Notice Period. The Settlement Administrator
8 shall promptly provide all such objections to the counsel identified in Paragraph 31 below.
9 Settlement Class Members who fail to submit a timely written objection in the manner specified
10 above shall be deemed to have waived any objections and shall be foreclosed from objecting to the
11 terms of the settlement unless otherwise ordered by the Court. Settlement Class Members who
12 intend to appear and speak at the final approval hearing, whether in *propria persona* or through an
13 attorney hired at their own expense, must so state in their written objections.

14 (i) Within fourteen (14) calendar days following the deadline to submit claims, the
15 Settlement Administrator shall provide the Parties with all information necessary for the Parties and
16 the Administrator to determine the precise amount of the settlement payments and/or credits to be
17 made to each Authorized Claimant, including, the number of all authorized claims separately for
18 each category of Authorized Claimant, e.g., those Authorized Claimants who graduated from the
19 cosmetology program during the Class Period and those that graduated from the esthetician program
20 during the Class Period, the names of the Claimants so that Defendant can ascertain whether and to
21 what extent the Authorized Claimant shall receive a credit against retail installment debt, and the
22 Settlement Administrator's total costs for providing notice and claims administration.

23 (j) Funding and Payment: Within thirty (30) calendar days after the Court grants final
24 approval of the Settlement Agreement or the Settlement Administrator provides Defendant with the
25 information set forth in the preceding subparagraph (i), whichever occurs later, Defendant shall
26 make a wire transfer to the interest-bearing account created by the Settlement Administrator for this
27 settlement for the total payout amount inclusive of all settlement payments to Authorized Claimants,
28 the Court-approved Plaintiffs' counsel fees and expenses, the Court-approved costs of notice and

1 claims administration, and the Court-approved incentive awards to Plaintiffs and Student Witnesses.
2 Defendant shall further provide Plaintiff's counsel and the Class Administrator with a list of Class
3 Members who have outstanding debt and the amount of any waived debt to be applied to any payout
4 amount pursuant to paragraph 14 so that Plaintiffs' counsel can validate the total settlement fund
5 paid by Defendant and so that the Class Administrator can determine the exact amount each
6 individual claimant shall be paid. The Settlement Administrator shall cause the settlement
7 payments, incentive awards, and Plaintiffs' counsel fees and expenses to be made fourteen (14)
8 calendar days from receipt of the above-referenced wire transfer from Defendant.

9 21. Release:

10 Upon final approval of this Settlement Agreement, Plaintiffs and each Settlement Class
11 Member who does not submit a valid and timely opt-out shall release Defendant, together with its
12 owners, officers, directors, assigns, agents, employees, representatives, members, shareholders,
13 attorneys, subsidiaries, managers, and predecessors and successors in interest ("Released Parties"),
14 from any and all claims, charges, demands, liens, agreements, contracts, covenants, actions, suits,
15 causes of action, obligations, debts, expenses, attorneys' fees, damages, judgments, orders, and
16 liabilities of whatever kind or nature in law, equity or otherwise, that were alleged, or reasonably
17 could have been alleged, based on the facts and allegations in the Operative Complaint, including
18 claims for statutory, compensatory, actual, and punitive damages, restitution, declaratory,
19 injunctive, and equitable relief, and attorneys' fees and expenses (the "Released Class Claims").

20 22. Release of PAGA Claims by PAGA Claimants

21 Upon final approval of this Settlement Agreement and Defendant's funding of the PAGA
22 Settlement Payment, all PAGA Claimants, whether or not they are Settlement Class Members, and
23 whether or not they submit a valid and timely request for exclusion from the class settlement, shall
24 be deemed to release the Released Parties from all claims for civil penalties under the Private
25 Attorneys General Act, Labor Code § 2698 *et seq.*, that were alleged, or reasonably could have been
26 alleged, based on the facts contained in Plaintiff Mays's June 9, 2020 PAGA Notice to the LWDA
27 and Nurtur and in the Operative Complaint, to the extent such claims accrued during the PAGA
28

1 Period (the “Released PAGA Claims”). The Released PAGA Claims are released regardless of
2 whether any PAGA Claimant cashes his or her Individual PAGA Payment check.

3 23. Disclosures regarding Defendant’s Financial Condition: The Parties agree to the
4 following with respect to disclosures concerning Defendant’s financial condition and Department
5 of Education (DOE) composite score:

- 6 • Defendant will provide Plaintiffs’ counsel with all audited financials showing their
7 composite score, with all material redacted except the composite score, from 2022 through
8 the last audited financial period available as of the date of this Settlement Agreement;
- 9 • Plaintiffs shall be allowed to represent in briefing for settlement approval that they reviewed
10 financial records relating to Nurtur, LLC and a general description of those records and will
11 not file said records with the Court or disclose the specific contents of those records; and
- 12 • To the extent the Court requires the production of additional information or documents from
13 Defendant in order to ascertain the fairness of the settlement, Defendant will not
14 unreasonably withhold such additional information and records and reserves the right, in its
15 sole discretion and with the approval of the Court, to require prophylactic measures to
16 preserve the confidentiality of any such information and documents, including, without
17 limitation, filing and/or lodging of the subject information and documents with redactions,
18 under seal, and/or for in camera review only.

19 MISCELLANEOUS TERMS

20 24. Cooperation: The Parties and their counsel agree to cooperate in good faith and to
21 use their best efforts to effectuate the terms of this Agreement and to obtain the Court’s preliminary
22 and final approval of the Settlement. Such cooperation shall include, without limitation: (i)
23 preparing, executing, and filing all documents reasonably necessary to implement the Settlement,
24 including the motion for preliminary approval, the motion for final approval, the motion for
25 attorneys’ fees, costs, and service awards, the proposed class notice, and the proposed orders and
26 judgment; (ii) responding promptly to reasonable requests for information necessary to administer
27 the Settlement; (iii) working cooperatively with the Settlement Administrator to facilitate timely
28 and accurate notice, claims processing, and distribution; (iv) coordinating in advance regarding the

1 substance and timing of any filings or communications with the Court concerning the Settlement;
2 and (v) jointly defending the Settlement against any objections, challenges, or appeals. Nothing in
3 this paragraph shall require any Party to take any position that is contrary to its interests with respect
4 to matters outside the scope of this Settlement, nor shall it limit any Party's ability to respond
5 truthfully to inquiries from the Court. If unforeseen circumstances arise that materially affect the
6 implementation of the Settlement, the Parties shall promptly meet and confer in good faith to address
7 them before seeking relief from the Court.

8 25. No Admission; Effect of Non-Approval: In the event that the settlement does not
9 receive Court approval, the Parties shall be restored to their positions, claims and defenses as they
10 existed prior to the settlement, and the Parties' negotiations, the settlement, and any statements made
11 to the Court regarding the settlement shall not be argued or construed in any way as evidence of,
12 establishing or conceding any liability, claim, defense, or issue, including without limitation whether
13 class certification is or is not appropriate.

14 26. Parties' Authority: The signatories hereto hereby represent that they are fully
15 authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and
16 conditions thereof.

17 27. Continuing Jurisdiction: The Court shall retain continuing jurisdiction over the
18 Action to ensure the continuing implementation of the provisions of this Settlement Agreement.
19 This Settlement Agreement is enforceable pursuant to Code of Civil Procedure § 664.6.

20 28. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
23 cause of action or rights herein released and discharged except as set forth herein.

24 29. Enforcement Actions: In the event that one of the Parties institutes any legal action
25 or other proceeding to enforce the provisions of this Settlement Agreement or to declare rights
26 and/or obligations under it, the successful party shall be entitled to recover from the unsuccessful
27 party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with
28 any enforcement actions.

1 30. Governing Law, Jurisdiction, and Venue. This Settlement Agreement is made under
2 the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the
3 courts of the State of California for all purposes regarding this Settlement Agreement and further
4 agree and consent that venue of any action brought or subject to resolution hereunder shall be
5 exclusively in the County of Los Angeles.

6 31. Notices: Unless otherwise specifically provided herein, all notices, demands or other
7 communications given hereunder shall be in writing and shall be deemed to have been duly given
8 as of the third business day after mailing, addressed as follows:

9 TO PLAINTIFFS AND SETTLEMENT CLASS MEMBERS:

10 Anthony J. Orshansky, Esq.
11 anthony@counselonegroup.com
12 Justin Kachadoorian, Esq.
13 justin@counselonegroup.com
14 Alexandria Kachadoorian, Esq.
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17 9465 Wilshire Blvd, Suite 300
18 Beverly Hills, CA 90212
19 Telephone: 310-277-9945
20 Facsimile: 424-277-3727

21 NURTUR, LLC:

22 Timothy K. Branson
23 tbranson@grsm.com
24 Gabriel Hedrick
25 ghedrick@grsm.com
26 GORDON REES SCULLY MANSUKHANI, LLP
27 633 West Fifth Street, 52nd floor
28 Los Angeles, CA 90071
 Telephone: 213-576-5000
 Fax: 213-680-4470

32. Construction: The Parties hereto agree that the terms and conditions of this
Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the
Parties, and this Settlement Agreement shall not be construed in favor of or against any of the
Parties.

1 33. Captions and Interpretations: Paragraph titles or captions contained herein are
2 inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe
3 the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement
4 Agreement is contractual and not merely a recital.

5 34. Modification:

6 A. This Settlement Agreement may not be changed, altered, or modified, except
7 in writing and signed by the Parties hereto, and approved by the Court; provided, however that, after
8 entry of the Final Order and Final Judgment, the Parties may by written agreement effect such
9 amendments, modifications, or expansions of this Settlement Agreement and its implementing
10 documents (including all exhibits hereto) without further notice to the Settlement Class or approval
11 by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do
12 not materially alter, reduce or limit the rights of Settlement Class Members under this Settlement
13 Agreement.

14 B. This Settlement Agreement may not be discharged except by performance in
15 accordance with its terms or by a writing signed by the Parties hereto.

16 C. No rights hereunder may be waived except in writing.

17 35. Taxes: All payees under this Settlement Agreement (the "Settlement Payees"),
18 including, without limitation, Plaintiffs, Student Witnesses, PAGA Claimants, Settlement Class
19 Members, and Plaintiffs' counsel shall be solely responsible for, and are legally bound to make
20 payment of, any taxes determined to be due and owing (including penalties and interest related
21 thereto) by them to any federal, state, local, or regional taxing authority as a result of any and all
22 payments made to them by or on behalf of Nurtur pursuant to this Settlement Agreement. Settlement
23 Payees acknowledge and represent that Nurtur has not made, and Settlement Payees do not rely
24 upon, any representations regarding the tax treatment of the sums paid pursuant to this Settlement
25 Agreement.

26 36. Binding on Assigns: This Settlement Agreement shall be binding upon and inure to
27 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
28 successors, and assigns.

1 37. Counterparts: This Settlement Agreement may be executed in counterparts and each
2 counterpart shall be deemed an original, and, when taken together with other signed counterparts,
3 shall constitute one Settlement Agreement, which shall be binding upon and effective as to all
4 Parties. The date of execution shall be the latest date on which any Party signs this Settlement
5 Agreement. Delivery of an executed counterpart of a signature page to this Settlement Agreement
6 by facsimile or electronically (e.g., via DocuSign) shall be as effective as delivery of a manually
7 executed counterpart of this Settlement Agreement.

8
9 38. Integration: Any and all previous agreements and understandings between or among
10 the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are
11 superseded and hereby revoked by this Settlement Agreement. The Parties expressly agree that the
12 terms and conditions of this Stipulation of Settlement will control over any other written or oral
13 agreements.

14 39. All reference to “days” in this Settlement Agreement shall refer to calendar days,
15 unless otherwise specified, provided that if a deadline provided for in the Settlement Agreement
16 falls on a weekend or holiday, that deadline shall be the next day that is not a weekend or holiday.

17 40. This Settlement Agreement has been negotiated among and drafted by Plaintiffs’
18 counsel and defense counsel. Plaintiffs, Settlement Class Members, and Defendant shall not be
19 deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they
20 argue that any particular provision should be construed against its drafter or otherwise resort to the
21 *contra proferentem* canon of construction. Accordingly, this Settlement Agreement should not be
22 construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions
23 of California Civil Code § 1654 and common law principles of construing ambiguities against the
24 drafter shall have no application.

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26 41. The Parties reserve the right, subject to the Court’s approval, to agree to any
27 reasonable extensions of time that might be necessary to carry out any of the provisions of this
28 Settlement Agreement.

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NURTUR, LLC

DATED: 8/25/2026

NURTUR, LLC

By: PATRICK J. THOMPSON
(Print Name)


(Signature)

Its: PRESIDENT
(Title)

APPROVED AS TO FORM

DATED: 8/28/26

By: 
Timothy K. Branson
Gabriel Hedrick
Attorneys for Defendant Nurtur, LLC

DATED:

Anthony J. Orshansky
Justin Kachadoorian
Alexandria Kachadoorian

Attorneys for Plaintiffs and the Settlement Class

1 **PLAINTIFFS/CLASS REPRESENTATIVES**

2 DATED: 8/26/2026

ASHLEY MAYS

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4 DocuSigned by:
5 *Ashley Mays*
6 ESTD FEB 27, 2014
Ashley Mays

7 DATED:

KRISTINA DOVE

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Kristina Dove

DATED:

DYANE MACKINNON

Dyane MacKinnon

DATED:

LYRIC HEMMER

Lyric Hemmer

DATED:

VICTORIA VALENTINE

Victoria Valentine

PLAINTIFFS/CLASS REPRESENTATIVES

DATED: ASHLEY MAYS

Ashley Mays

DATED: KRISTINA DOVE

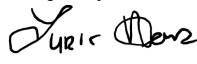
Kristina Dove

DATED: DYANE MACKINNON

Dyane MacKinnon

DATED: 8/26/2026

LYRIC HEMMER

Signed by:


Lyric Hemmer

DATED: VICTORIA VALENTINE

Victoria Valentine

PLAINTIFFS/CLASS REPRESENTATIVES

DATED: ASHLEY MAYS

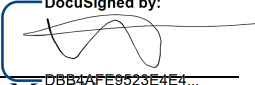
Ashley Mays

DATED: KRISTINA DOVE

Kristina Dove

DATED: 8/27/2026

DYANE MACKINNON

DocuSigned by:


Dyane MacKinnon

DATED: LYRIC HEMMER

Lyric Hemmer

DATED: VICTORIA VALENTINE

Victoria Valentine

PLAINTIFFS/CLASS REPRESENTATIVES

DATED:

ASHLEY MAYS

Ashley Mays

DATED: 8/26/2026

KRISTINA DOVE

Signed by:
Kristina Dove
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Kristina Dove

DATED:

DYANE MACKINNON

Dyane MacKinnon

DATED:

LYRIC HEMMER

Lyric Hemmer

DATED:

VICTORIA VALENTINE

Victoria Valentine

PLAINTIFFS/CLASS REPRESENTATIVES

DATED: ASHLEY MAYS

Ashley Mays

DATED: KRISTINA DOVE

Kristina Dove

DATED: DYANE MACKINNON

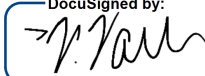
Dyane MacKinnon

DATED: LYRIC HEMMER

Lyric Hemmer

DATED: 8/26/2026

VICTORIA VALENTINE

DocuSigned by:


84AC687A1F2C406...
Victoria Valentine

1 **NURTUR, LLC**

2
3 DATED:

NURTUR, LLC

4 By: _____
5 (Print Name)

6 _____
7 (Signature)

8 Its: _____
9 (Title)

10 **APPROVED AS TO FORM**

11
12 DATED:

13 By: _____
14 Timothy K. Branson
15 Gabriel Hedrick
16 *Attorneys for Defendant Nurtur, LLC*

17 DATED:

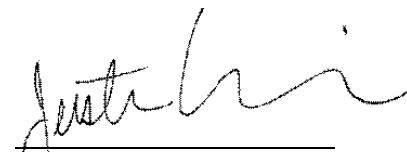
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19 _____
20 Anthony J. Orshansky
21 Justin Kachadoorian
22 Alexandria Kachadoorian
23 *Attorneys for Plaintiffs and the Settlement Class*

EXHIBIT A

EMAIL NOTICE

To: XXXXXXXXXXXX

From: XXXXXXXXXXXX

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION AND PAGA ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT

Mays, et al. v. Nurtur, LLC

A state court authorized this Notice. This is not a solicitation from a lawyer.

Why did I get this notice? This Notice relates to a proposed settlement of a class action and PAGA lawsuit (“Action”) against defendant Nurtur, LLC (“Nurtur”), alleging violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq., and the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.; breach of written contract; intentional and negligent misrepresentation; concealment; false promise; violations of the California Labor Code; and civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq. The plaintiffs allege that Nurtur engaged in unlawful and deceptive acts and practices in connection with the operation of its post-secondary cosmetology and esthetician programs at Aveda Institute Los Angeles (“AILA”), and that students were entitled to wages and related remedies under the California Labor Code. Nurtur denies plaintiffs’ allegations and denies all liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

Nurtur’s records show that you attended Nurtur’s cosmetology or esthetician program at AILA during the relevant period. If you graduated from one of those programs between July 10, 2016 and October 31, 2022, you are a member of the Settlement Class. If you attended AILA between June 9, 2019 and October 31, 2022, regardless of whether you graduated, you may also be a “PAGA Claimant” under the PAGA portion of the settlement.

What relief does the settlement provide? Nurtur has agreed to fund a claims-made settlement up to a maximum of \$250,000 (the “Claim Maximum”) to pay a settlement amount to each Settlement Class Member who submits a timely and valid claim. Each claimant who graduated from the cosmetology program during the Class Period will receive \$370, and each claimant who graduated from the esthetician program during the Class Period will receive \$185. Payments will be applied first to the claimant’s outstanding retail installment debt to Nurtur, where applicable, with the balance paid as a cash payment. If total valid claims exceed the Claim Maximum, payments and credits will be reduced *pro rata*. Separately, Nurtur will pay a PAGA Settlement Payment of \$10,000, of which \$7,500 (75%) will be paid to the California Labor and Workforce Development Agency and \$2,500 (25%) will be distributed *pro rata* to approximately 535 PAGA Claimants automatically, without the need to submit a claim form. No PAGA Claimant may opt out of the PAGA portion of the settlement. Nurtur has also agreed to pay attorneys’ fees and costs to the lawyers representing the Settlement Class, incentive awards to the named Plaintiffs and Student Witnesses, and the costs of notice and claims administration. To submit a Claim Form, click [HERE](#).

You may also learn more by clicking on the following links:

- **Operative Class Action Complaint**
- **Class Action and PAGA Settlement Agreement**
- **Preliminary Approval Order**
- **Claim Form**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If the Court grants final approval to the settlement, this is the only way to be eligible to receive a class settlement benefit. Click HERE to submit a Claim Form.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF / OPT-OUT FROM THE LAWSUIT	This is the only option that allows you to retain your rights to sue Nurtur for claims that would otherwise be released by the class settlement of the Action. Note: PAGA Claimants may not opt out of the PAGA portion of the settlement and will remain entitled to their individual PAGA payments.	Deadline: [Month] [Day], [Year]
OBJECT	Write to the Settlement Administrator about why you object to (i.e., don't like) the settlement and think it shouldn't be approved.	Deadline: [Month] [Day], [Year]
GO TO THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the settlement, the request for attorneys' fees and costs of the lawyers who brought the Action ("Class Counsel"), and the requests for incentive awards to the plaintiffs who brought the Action ("Class Representatives") and to the Student Witnesses. You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Settlement Administrator.	Deadline: [Month] [Day], [Year]
DO NOTHING	You will not receive a class settlement benefit, even if the Court gives final approval to the settlement. You will also be giving up any claims you may have against Nurtur (and the other released parties) that are released by the settlement of the Action. If you are a PAGA Claimant, you will still automatically receive your individual PAGA payment.	No deadline

More information? For more information about the settlement and how to take the actions described above, please visit [www.\[xxx\].com](http://www.[xxx].com). You may also contact Class Counsel by calling (310) 277-9945.

Do Not Address Any Questions About The Settlement Or The Action To Nurtur, The Clerk Of The Court, Or The Judge.

EXHIBIT B

Mays, et al. v. Nurtur, LLC
c/o ILYM Group, Inc.
[ADDRESS]
Return Service Requested

PRESORT
U.S. POSTAGE PAID

COURT APPROVED SETTLEMENT NOTICE

Mays, et al.
v.
Nurtur, LLC

Superior Court of the State of California for the County of Los Angeles
Case No. 20STCV26635 — Class Action and PAGA Settlement

Notice on Other Side

Postal Service: Please do not mark barcode
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City State Zip Code

— NOTICE SIDE —

Why did I receive this Notice? A settlement has been reached in a class action lawsuit filed against Nurtur, LLC (“Nurtur” or “Defendant”) in connection with its post-secondary cosmetology and esthetician programs at Aveda Institute Los Angeles (“AILA”). The lawsuit alleges violations of California’s Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*, False Advertising Law, Bus. & Prof. Code § 17500, *et seq.*, and Consumers Legal Remedies Act, Civ. Code § 1750, *et seq.*; breach of written contract; intentional and negligent misrepresentation; concealment; false promise; violations of the California Labor Code; and civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.* Nurtur denies plaintiffs’ allegations and denies all liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation. Nurtur’s records show that you attended AILA during the relevant period.

Am I a Settlement Class Member? Nurtur’s records indicate you are a member of the Settlement Class, which is defined as follows: “All persons who graduated from Defendant’s cosmetology or esthetician programs at Aveda Institute Los Angeles (AILA) at any time during the Class Period (July 10, 2016 to October 31, 2022).”

What Relief Does the Settlement Provide? Nurtur has agreed to fund a claims-made settlement up to a maximum of \$250,000 (the “Claim Maximum”) to pay a settlement amount to each Settlement Class Member who submits a timely and valid claim. Each claimant who graduated from the cosmetology program will receive \$370, and each claimant who graduated from the esthetician program will receive \$185, applied first to any outstanding retail installment debt owed to Nurtur, with the balance paid in cash. If total valid claims exceed the Claim Maximum, payments and credits will be reduced *pro rata*. Separately, Nurtur will pay \$10,000 in PAGA penalties: \$7,500 (75%) to the California Labor and Workforce Development Agency and \$2,500 (25%) distributed *pro rata* to approximately 535 PAGA Claimants (all persons who attended AILA between June 9, 2019 and October 31, 2022, regardless of

graduation) automatically, without a claim form. No PAGA Claimant may opt out of the PAGA portion of the settlement. Nurtur has also agreed to pay attorneys' fees and costs to lawyers representing the Settlement Class, incentive awards to the named Plaintiffs and Student Witnesses, and the costs of notice and claims administration.

How Do I Receive a Payment? To receive a class settlement payment, you must submit a Claim Form on [www.\[xxx\].com](http://www.[xxx].com) no later than [Month] [Day], [Year]. Individual PAGA Payments to PAGA Claimants will be made automatically without a claim form.

Who Represents Me? The Court has appointed attorneys Anthony J. Orshansky, Justin Kachadoorian, and Alexandria Kachadoorian of CounselOne, P.C. as Class Counsel. Their telephone number is (310) 277-9945.

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Nurtur over the legal issues involved in this lawsuit, you must write the Settlement Administrator by [DATE]. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must submit a written objection to the Settlement Administrator by [DATE]. Please note: no PAGA Claimant may opt out of the PAGA portion of the settlement; even if you exclude yourself from the class settlement, you remain bound by the PAGA release and remain entitled to your individual PAGA payment.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on [DATE] in Department 10 of the Superior Court of the State of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012.

How Do I Get More Information? For more information please see [URL] or contact the Settlement Administrator, ILYM Group, Inc., at [NUMBER] or via e-mail at [EMAIL ADDRESS].

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ASHLEY MAYS, KRISTINA DOVE, DYANE MACKINNON, LYRIC HEMMER, and VICTORIA VALENTINE, on behalf of themselves and all others similarly situated, Plaintiffs, v. NURTUR, LLC, an Ohio limited liability company; and DOES 1 to 10, inclusive, Defendants.	CASE No. 20STCV26635
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NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

This Notice relates to a proposed settlement of a class action and PAGA lawsuit (“Action”) against defendant Nurtur, LLC alleging violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*, and the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; breach of written contract; intentional misrepresentation; negligent misrepresentation; concealment; false promise; violations of California Labor Code §§ 201, *et seq.*, 226(a), 226.7, 510, 1182.12, 1194, 1194.2, and 1197; and civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, arising out of Nurtur’s post-secondary cosmetology and esthetician programs at Aveda Institute Los Angeles (“AILA”).

If you graduated from Nurtur’s cosmetology or esthetician program at AILA between July 10, 2016 and October 31, 2022, you may be a class member in the Action and eligible to receive benefits under the settlement. Additionally, if you attended AILA between June 9, 2019 and October 31, 2022 — regardless of whether you graduated — you may be a “PAGA Claimant” entitled to an automatic payment under the PAGA portion of the settlement.

Please read this Notice carefully. Your legal rights will be affected regardless of whether you do or do not act.

What is the Action about? The Action alleges that defendant Nurtur, LLC (“Nurtur” or “Defendant”) engaged in unlawful and deceptive acts and practices in connection with the operation of its post-secondary cosmetology and esthetician programs at AILA, and that students were entitled to wages and related remedies under the California Labor Code. The Plaintiffs are former students of AILA who have brought a class and representative action on behalf of other current and former cosmetology and esthetician students. Nurtur denies plaintiffs’ allegations and denies all liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

What relief does the settlement provide? Nurtur has agreed to fund a claims-made settlement up to a maximum of \$250,000 (the “Claim Maximum”) to pay a settlement amount to each Settlement Class Member who submits a timely and valid claim (“Authorized Claimants”). Each Authorized Claimant who graduated from the cosmetology program during the Class Period will receive \$370, and each Authorized Claimant who graduated from the esthetician program during the Class Period will receive \$185. Payments will be applied first to the Authorized Claimant’s outstanding retail installment debt to Nurtur, where applicable, with the balance paid as a cash payment. If total valid claims exceed the Claim

Maximum, payments and credits will be reduced *pro rata*. Separately, Nurtur will pay a PAGA Settlement Payment of \$10,000, of which \$7,500 (75%) will be paid to the California Labor and Workforce Development Agency (“LWDA”) and \$2,500 (25%) will be distributed *pro rata* to PAGA Claimants automatically, without the need to submit a claim form. No PAGA Claimant may opt out of the PAGA portion of the settlement. Nurtur has also agreed to pay attorneys’ fees and costs to the lawyers representing the Settlement Class, incentive awards to the named Plaintiffs and to Student Witnesses, and the costs of notice and claims administration. To submit a Claim Form, click [HERE](#).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If the Court grants final approval to the settlement, this is the only way to be eligible to receive a class settlement benefit.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF / OPT-OUT FROM THE LAWSUIT	This is the only option that allows you to retain your rights to sue Nurtur, LLC for claims that would otherwise be released by the class settlement of the Action. Note: PAGA Claimants may not opt out of the PAGA portion of the settlement.	Deadline: [Month] [Day], [Year]
OBJECT	Write to the Settlement Administrator about why you object to (i.e., don’t like) the settlement and think it shouldn’t be approved.	Deadline: [Month] [Day], [Year]
GO TO THE “FINAL APPROVAL HEARING”	The Court will hold a “Final Approval Hearing” to consider the settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the requests for incentive awards to the plaintiffs who brought the Action (“Class Representatives”) and to the Student Witnesses. You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Settlement Administrator.	Deadline: [Month] [Day], [Year]
DO NOTHING	You will not receive a class settlement payment, even if the Court gives final approval to the settlement. You will also be giving up any claims you may have against Nurtur (and the other released parties) that are released by the settlement of the Action. If you are a PAGA Claimant, you will still automatically receive your individual PAGA payment.	No deadline

These rights and options—and the deadlines to exercise them—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the settlement and must decide whether to give final approval to the settlement. The relief provided to Settlement Class Members and PAGA Claimants will be provided only if the Court gives final approval to the settlement and, if there are any appeals, after the appeals are resolved in favor of the settlement. **Please be patient.**

BACKGROUND INFORMATION

Why did I get this notice?

You received this Notice because a settlement has been reached in the Action. Nurtur's records show that you attended Nurtur's cosmetology or esthetician program at AILA during the relevant period. This Notice explains the nature of the Action, the general terms of the proposed settlement, and your legal rights and obligations. To obtain more information about the settlement, including a copy of the Class Action and PAGA Settlement Agreement, click [HERE](#).

Why is this a class action?

In a class action lawsuit, one or more people called plaintiffs sue on behalf of other people who have similar claims ("Settlement Class Members"). For purposes of this settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly exclude themselves from the class settlement. This Action also includes a representative claim under PAGA, through which civil penalties are recovered on behalf of the State of California and PAGA Claimants.

Why is there a settlement?

The Court has **not** decided whether the Plaintiffs or Nurtur should win this Action. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation. In granting preliminary approval of the settlement, the Court appointed Plaintiffs as Class Representatives and the lawyers who represent them as Class Counsel.

How do I know if I am part of the settlement?

The Settlement Class consists of all persons who graduated from Nurtur's cosmetology or esthetician programs at Aveda Institute Los Angeles (AILA) at any time during the Class Period (July 10, 2016 to October 31, 2022).

Separately, for purposes of the PAGA portion of the settlement only, "PAGA Claimants" are all persons who attended Nurtur's cosmetology or esthetician programs at AILA at any time during the PAGA Period (June 9, 2019 to October 31, 2022), regardless of whether they graduated.

If you received notice of the settlement by email or postcard, Nurtur's records show that you are a member of the Settlement Class and/or a PAGA Claimant.

THE PROPOSED SETTLEMENT

What relief does the settlement provide to the Settlement Class Members?

Nurtur has agreed to fund a claims-made settlement up to a maximum of \$250,000 (the “Claim Maximum”) to pay a settlement amount to each Settlement Class Member who submits a timely and valid claim. Each Authorized Claimant who graduated from the cosmetology program during the Class Period will receive \$370, and each Authorized Claimant who graduated from the esthetician program during the Class Period will receive \$185. Payments will be applied first to the Authorized Claimant’s outstanding retail installment debt to Nurtur, where applicable, with the balance paid as a cash payment. If total valid claims exceed the Claim Maximum, payments and credits will be reduced *pro rata*.

Eligible Settlement Class Members will be able to submit a Claim Form online through the settlement website maintained by the Settlement Administrator or by U.S. Mail. Settlement Class Members may opt for settlement payment via paper check or digital payment. Claimants shall have 120 calendar days to cash their settlement checks. Funds from checks not cashed within 120 days shall be remitted to the Settlement Class Member’s state of residence as unclaimed funds. Claims must be submitted by the claims deadline of [Month] [Day], [Year], which is 45 calendar days from the date the Settlement Administrator sent the Class Notice.

The parties agree that the class settlement payments constitute restitution and reimbursement of tuition and educational fees previously paid to Nurtur and do not constitute wages, back pay, or compensation for services. One hundred percent (100%) of each settlement payment will be allocated to non-wage income, and no portion will be subject to payroll tax withholding. Each Authorized Claimant is solely responsible for any taxes owed on his or her settlement payment.

Nurtur has also agreed to pay attorneys’ fees and costs to the lawyers representing the Settlement Class, incentive awards to the named Plaintiffs and Student Witnesses, and the costs of notice and claims administration (not to exceed \$10,000), all separate from the Claim Maximum. To submit a Claim Form, click [HERE](#).

What is PAGA, and how does the PAGA portion of the settlement affect me?

The Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), allows an employee to recover civil penalties on behalf of the State of California and other “aggrieved employees” for alleged Labor Code violations. Under the settlement, Nurtur will pay a PAGA Settlement Payment of \$10,000, in addition to and separate from the class settlement. Of that amount, \$7,500 (75%) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and \$2,500 (25%) will be distributed *pro rata* to the PAGA Claimants. Each PAGA Claimant’s individual PAGA payment will be calculated by dividing \$2,500 by the total number of PAGA Claimants and will be paid automatically, without the need to submit a claim form.

No PAGA Claimant may opt out of the PAGA portion of the settlement. A PAGA Claimant who submits a valid and timely request for exclusion from the class settlement remains bound by the PAGA release and remains entitled to receive his or her individual PAGA payment. All PAGA payments constitute civil penalties and will not be treated as wages.

Will the Class Representatives and Student Witnesses receive any compensation for their efforts in bringing this Action?

The five Class Representatives will each request an incentive award of \$5,000 (totaling \$25,000) for their services as class representatives and their efforts in bringing and helping to prosecute the Action. In addition, the 25 non-plaintiff students who submitted declarations and/or testified in support of Plaintiffs' motion for class certification ("Student Witnesses") will request incentive awards ranging from \$250 to \$3,000 per witness according to their level of participation, in a collective amount not to exceed \$35,000. The Court will make the final decision as to the amounts to be paid to the Class Representatives and Student Witnesses.

HOW TO REQUEST PAYMENT – SUBMITTING A CLAIM FORM

How can I get a payment?

To qualify for a class settlement payment, Settlement Class Members must submit a Claim Form. A Claim Form is accessible by clicking [HERE](#). Read the instructions on the Claim Form carefully, fill out all the information requested, and submit it electronically by 11:59 p.m. Pacific Time on [Month] [Day], [Year]. You may also print and mail your completed Claim Form to the address below:

Mays, et al. v. Nurtur, LLC Settlement
c/o ILYM Group, Inc.
[Address Line 1]
[Address Line 2]

If you elect to mail your Claim Form, your Claim Form must be postmarked by or before [Month] [Day], [Year] to be considered timely.

PAGA Claimants do not need to submit a Claim Form to receive their individual PAGA payments, which will be distributed automatically by the Settlement Administrator.

When will I get a payment if I submit a Claim Form?

If a Settlement Class Member submits a timely and valid Claim Form by [Month] [Day], [Year], and the Court gives final approval to the settlement, the Settlement Administrator will cause settlement payments to be made within thirty (30) calendar days after the date the Court grants final approval of the settlement or the Settlement Administrator provides the Parties with all information necessary for the Parties and the Administrator to determine the precise amount of the settlement payments and/or credits to be made to each Authorized Claimant, whichever occurs later, assuming that no one files an appeal challenging the settlement. Individual PAGA payments will be distributed on the same schedule.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in this case?

The Court has appointed CounselOne, P.C. ("Class Counsel") to represent the interests of all Settlement Class Members. Class Counsel's contact information is below.

Anthony J. Orshansky, Esq.
anthony@counselonegroup.com

Justin Kachadoorian, Esq.
justin@counselonengroup.com
Alexandria Kachadoorian, Esq.
alexandria@counselonengroup.com
CounselOne, P.C.
9465 Wilshire Boulevard, Suite 300
Beverly Hills, CA 90212
Telephone: (310) 277-9945
Facsimile: (424) 277-3727

If you want to be represented by your own lawyer, you may hire one at your own expense.

How will Class Counsel be paid?

Under the settlement, Nurtur will pay Class Counsel attorneys' fees and costs of \$200,000, separate from the Claim Maximum. In addition, if total claims paid are less than the Claim Maximum, Class Counsel may seek one-third of any unclaimed amount, up to a maximum of \$40,000, for a maximum total fees and costs award of \$240,000. The Court will make the final decision as to the amounts to be paid to Class Counsel.

RELEASE OF CLAIMS

What do Settlement Class Members give up to obtain relief under the settlement?

If the Court grants final approval of the settlement, Plaintiffs and each Settlement Class Member who does not submit a valid and timely opt-out shall release Nurtur, together with its owners, officers, directors, assigns, agents, employees, representatives, members, shareholders, attorneys, subsidiaries, managers, and predecessors and successors in interest ("Releasees"), from any and all claims, charges, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative Fourth Amended Class and Representative Action Complaint, including claims for statutory, compensatory, actual, and punitive damages, restitution, declaratory, injunctive, and equitable relief, and attorneys' fees and expenses (the "Released Class Claims").

Separately, upon final approval of the settlement and Nurtur's funding of the PAGA Settlement Payment, all PAGA Claimants— whether or not they are Settlement Class Members, and whether or not they submit a valid and timely request for exclusion from the class settlement — shall be deemed to release the Releasees from all claims for civil penalties under PAGA, Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts contained in Plaintiff Mays's June 9, 2020 PAGA Notice to the LWDA and Nurtur and in the operative complaint, to the extent such claims accrued during the PAGA Period (the "Released PAGA Claims"). The Released PAGA Claims are released regardless of whether any PAGA Claimant cashes his or her Individual PAGA payment check.

Unless you exclude yourself, you will remain in the settlement, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the released claims. It also means that all of the Court's orders will apply to you and legally bind you.

If you exclude yourself from the class settlement, you will retain the right to bring the Released Class Claims against Nurtur individually, but you will not have representation provided for you through this Action, and you will be responsible for hiring your own attorney at your own expense. You will remain bound by the PAGA release if you are a PAGA Claimant.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

How do Settlement Class Members exclude themselves from the settlement?

Settlement Class Members who do not want to be a part of the class settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes: (a) their full name; (b) an email address and/or telephone number; (c) a clear statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the settlement; and (d) the case name and case number. This letter must be sent to the Settlement Administrator at the following address and postmarked on or before [Month] [Day], [Year]:

Mays, et al. v. Nurtur, LLC Settlement
c/o ILYM Group, Inc.
[Address Line 1]
[Address Line 2]

Opt-outs will be valid only if signed by the individual; mass opt-outs are prohibited. If you submit a valid opt-out by the above deadline, you will not be a part of the class settlement, will not be eligible to make a claim for a class settlement payment, will not be bound by the Final Order and Judgment entered in the Action as to the Released Class Claims, and will not be precluded from bringing any individual claim against Nurtur based on the conduct complained of in the Action. However, if you are a PAGA Claimant, you cannot opt out of the PAGA portion of the settlement; you will remain bound by the PAGA release and will remain entitled to your individual PAGA payment.

You cannot submit a Claim Form and opt out of the settlement because only Settlement Class Members are entitled to a class settlement payment under the settlement. For any person who submits both a Claim Form and an opt-out, only the last one submitted will be effective. For example, if a person submits a Claim Form and then submits an opt-out, he or she will be excluded from the Settlement Class, and the Claim Form will be ignored. Any member of the Settlement Class who submits a timely request for exclusion may not file an objection to the settlement and shall be deemed to have waived any rights or benefits under the settlement.

HOW TO OBJECT TO THE SETTLEMENT

How do I tell the Court that I do not like the settlement?

The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate, and also to consider Class Counsel's request for an award of attorneys' fees and costs and the requests for incentive awards to the Class Representatives and Student Witnesses.

If you have not submitted a valid opt-out and wish to object to the settlement, the award of attorneys' fees or costs, or the incentive awards, you must submit a written objection to the Settlement Administrator no later than [Month] [Day], [Year].

Written objections must be signed by the objector and must include: (1) the name of the Action and case number, "*Mays, et al. v. Nurtur, LLC*, Case No. 20STCV26635"; (2) the objector's name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Settlement Class Member; (4) the grounds for the objection, including supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel.

You may, but need not, submit your written objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your own attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

You are not required to appear at the Final Approval Hearing. But if you submit a timely objection that complies with this paragraph, you may appear at the Final Approval Hearing either in person or through an attorney of your own choice hired at your expense to object to the fairness, reasonableness, or adequacy of the settlement, the award of attorneys' fees and costs, or the incentive awards.

If you or your attorney intend to appear at the Final Approval Hearing, you must state in your written objection that you and/or your attorney intend to appear and speak at the Final Approval Hearing.

What is the difference between excluding myself and objecting to the settlement?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the class settlement no longer affects you.

FINAL APPROVAL HEARING

What is the Final Approval Hearing?

The Court has preliminarily approved the settlement and will hold a hearing to decide whether to give final approval to the settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the fairness and reasonableness of the PAGA settlement; to consider the award of attorneys' fees and costs to Class Counsel; and to consider the requests for incentive awards to the Class Representatives and Student Witnesses.

When and where is the Final Approval Hearing?

The Court will hold the Final Approval Hearing at [time] on [Month] [Day], [Year] in Department 10 of the Superior Court of the State of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012. The hearing may be postponed to a different date, time, or location without notice. Please check [www.\[xxx\].com](http://www.[xxx].com) for any updates about the settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the settlement website will be the only way you will be informed of the change.

May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement. You may attend, but you do not have to. As described above, you may speak at the Final Approval Hearing only if you have timely submitted a written objection to the Settlement Administrator in which you specifically state that you intend to appear and speak at the Final Approval Hearing. If you have requested exclusion from the settlement, however, you may not speak at the Final Approval Hearing.

GETTING MORE INFORMATION & UPDATING INFORMATION

How do I get more information?

To see a copy of the Class Action and PAGA Settlement Agreement (which defines capitalized terms used in this notice and provides a summary of what has happened in the Action), the Court's preliminary approval order, and the operative complaint filed in the Action, please click [here](#) [hyperlink to "Court Documents" page of Settlement Website].

Alternatively, you may contact the Settlement Administrator at: *Mays, et al. v. Nurtur, LLC* Settlement, c/o ILYM Group, Inc., [Address].

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should visit or call the Clerk's office at the Superior Court of the State of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

You may also contact Class Counsel by calling (310) 277-9945.

What if my address or other information changes after I submit a Claim Form?

If, after you submit a Claim Form, you change your postal or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so either by mail or email at the addresses below:

Mays, et al. v. Nurtur, LLC Settlement
c/o ILYM Group, Inc.
[Address Line 1]
[email@settlementname.com]

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION
TO NURTUR, THE CLERK OF THE COURT, OR THE JUDGE.**

Dated: [Month] [Day], [Year]	By: Order of the Superior Court of the State of California for the County of Los Angeles HONORABLE WILLIAM F. HIGHBERGER JUDGE OF THE SUPERIOR COURT
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EXHIBIT D

CLAIM FORM

Mays, et al. v. Nurtur, LLC

Superior Court of the State of California for the County of Los Angeles

Case No. 20STCV26635

Settlement Website: [www.\[xxx\].com](http://www.[xxx].com)

Questions about completing the Claim Form? Contact the Settlement Administrator, ILYM Group, Inc., at [email address] or call [phone number]

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT. YOU MUST SUBMIT THIS CLAIM FORM TO SEEK SUCH BENEFITS. FAILURE TO FILL OUT THIS CLAIM FORM COMPLETELY AND SUBMIT IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [CLAIMS DEADLINE] SHALL RESULT IN THE REJECTION OF YOUR CLAIM.

You are a Settlement Class Member if you graduated from Nurtur, LLC's cosmetology or esthetician program at Aveda Institute Los Angeles (AILA) at any time between July 10, 2016 and October 31, 2022.

CONTACT INFORMATION

First Name	
Last Name	
Street Address	
City, State, Zip Code	
Email Address	
Telephone Number	

CLAIM INFORMATION

Settlement Class Member Number listed on the Notice you received: _____

If you did not receive a notice about this settlement or no longer have access to that document, you may leave this item blank.

Program from which you graduated at Aveda Institute Los Angeles (check one):

- ☐ Cosmetology program (\$370 settlement payment or retail installment debt credit)
- ☐ Esthetician program (\$185 settlement payment or retail installment debt credit)

Approximate dates of attendance at AILA (if known): _____

Approximate date of graduation from AILA (if known): _____

Please note: Under the terms of the settlement, your settlement payment will be applied first to any outstanding retail installment debt you owe to Nurtur, LLC, where applicable, and the balance, if any, will be paid to you as a cash payment. If the total of all valid claims exceeds the \$250,000 Claim Maximum, payments will be reduced *pro rata*.

YOUR PERSONAL INFORMATION SUBMITTED ON THIS FORM WILL BE USED ONLY IN CONNECTION WITH THIS SETTLEMENT TO PROCESS YOUR CLAIM FORM. YOUR INFORMATION WILL NOT BE USED FOR ANY OTHER PURPOSE.

IN ORDER TO QUALIFY FOR PAYMENT, YOU MUST ATTEST TO THE FOLLOWING:

I graduated from Nurtur, LLC's cosmetology or esthetician program at Aveda Institute Los Angeles (AILA) between July 10, 2016 and October 31, 2022, as indicated above. I have received notice of the settlement, and I submit this Claim Form under the terms of the settlement. I understand that I am releasing any claims I have against Nurtur, LLC (and the other Releasees) as set forth in Paragraph ____ of the Class Action and PAGA Settlement Agreement (available at [www.\[xxx\].com/court_docs/settlement_agreement](http://www.[xxx].com/court_docs/settlement_agreement)). I acknowledge that I am bound by the terms of any court judgment that may be entered in this lawsuit and may not bring or continue pursuing any of the released claims against Nurtur, LLC or the other released parties in a separate action.

I hereby declare under the penalty of perjury under the laws of the United States of America and the State of California that the foregoing attestations and all other information I have provided in support of my claim are true and correct.

Dated: _____

Signature: _____

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR ELECTRONICALLY THROUGH THE SETTLEMENT WEBSITE OR BY U.S. MAIL, POSTMARKED ON OR BEFORE [MONTH] [DAY], [YEAR].

Mays, et al. v. Nurtur, LLC Settlement
c/o ILYM Group, Inc.
[Address Line 1]
[Address Line 2]

AFTER SUBMISSION OF FORM.

Any payments will be provided to claimants only if the Court gives final approval to the settlement and, if there are any appeals, after the appeals are resolved in favor of the settlement. Please be patient. If, after you submit a Claim Form, your postal or email address changes, it is your responsibility to inform the Settlement Administrator of your updated information at [email address].