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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF ALAMEDA

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16 JILEEA JORDAN, an individual, on behalf of
17 herself and on behalf of all persons similarly
18 situated, and on behalf of the State of
19 California as a private attorney general,

20 Plaintiff,

21 vs.

22 WAX CENTER PARTNERS
23 INTERMEDIATE HOLDCO LLC, a Limited
24 Liability Company; WAX CENTER
25 PARTNERS HOLDCO LLC, a Limited
26 Liability Company; and DOES 1 through 50,
27 inclusive,

28 Defendants.

CASE NO.: 22CV018596

[Consolidated with Case No. 22CV024363]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: March 26, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Noel Wise

Dept: 21

Date Filed: September 27, 2022

Trial Date: Not set

1 This matter came before the Honorable Noel Wise of the Superior Court of the State of
2 California, in and for the County Alameda, on March 26, 2024, for hearing on the unopposed
3 motion by Plaintiff Jileea Jordan (“Plaintiff”) for preliminary approval of the Settlement with
4 Defendants Wax Center Partners Intermediate Holdco LLC and Wax Center Partners Holdco LLC
5 (“Defendants”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
7 Preliminary Approval of Class Action Settlement.

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9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) as amended by the Parties and attached as Exhibit #1 to the
12 Supplemental Declaration of Kyle Nordrehaug in Support of Plaintiff’s Motion for Preliminary
13 Approval of Class Action Settlement. This is based on the Court’s determination that the
14 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
15 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
16 rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all
18 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. The Gross Settlement Amount that Defendants shall pay is Seven Hundred Fifty
20 Thousand Dollars (\$750,000). It appears to the Court on a preliminary basis that the settlement
21 amount and terms are fair, adequate and reasonable as to all potential Class Members when
22 balanced against the probable outcome of further litigation and the significant risks relating to
23 certification, liability and damages issues. It further appears that investigation and research have
24 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
26 by all Parties, as well as avoid the delay and risks that would be presented by the further
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1 prosecution of the Action. It further appears that the Settlement has been reached as the result of
2 serious and non-collusive, arm's-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation and the significant
8 risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$17,000, and
11 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$10,000, each of which are payable out of the Gross Settlement Amount. The Court will not
13 approve the amount of attorneys' fees and costs, nor the amount of any service award, until the
14 Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests,
15 including lodestar, prior to final approval.

16 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
17 representative treatment and certification of a class for settlement purposes only. This stipulation
18 will not be deemed admissible in this or any other proceeding should this Settlement not become
19 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
20 "all non-exempt employees who worked in California for Defendants Wax Center Partners
21 Intermediate Holdco LLC and/or Wax Center Partners Holdco LLC at any time during the Class
22 Period." The "Class Period" is September 27, 2018, through August 17, 2023.

23 7. The Court concludes that, for settlement purposes only, the Class meets the
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:
25 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the members of the Class with respect to the subject matter of the
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1 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
2 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
3 action is superior to other available methods for the efficient adjudication of this controversy; and
4 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
5 representative of the Class.

6 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
7 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
8 Nicholas J. DeBlouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw
9 LLP as Class Counsel for the Class.

10 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
11 Amount of \$15,000, which shall be allocated \$11,250 to the Labor & Workforce Development
12 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
13 Agreement pursuant to the PAGA and \$3,750 to the Aggrieved Employees. “Aggrieved
14 Employees” are all individuals who worked for Defendants in California and who were classified
15 as non-exempt at any time during the PAGA Period (September 27, 2021, through August 17,
16 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
17 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
18 reasonable.

19 10. The Court hereby approves, as to form and content, the Class Notice attached to the
20 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
21 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
22 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
23 and opportunity to object to the Settlement. The Court further finds that the distribution of the
24 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
25 the requirements of due process, is the best notice practicable under the circumstances, and shall
26 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
27 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
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1 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
2 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
3 address for the Class Member no later than seven (7) days after the receipt of the undelivered
4 Class Notice.

5 11. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
6 (15) days after this Order, Defendants will provide the Class Data to the Administrator. The
7 Administrator will perform address updates and verifications as necessary prior to the first
8 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
9 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
10 Class Members via first-class regular U.S. Mail to their last known address.

11 12. The Court hereby preliminarily approves the proposed procedure for exclusion
12 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
13 from the Class as provided in the Class Notice by following the instructions for requesting
14 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
15 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
16 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
17 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
18 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
19 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
20 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
21 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
22 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
23 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
24 group, class, or subclass of individuals is not permitted and will be deemed invalid.

25 13. Any Class Member who has not opted out may appear at the final approval hearing
26 and may object or express the Member's views regarding the Settlement and may present evidence
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and
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1 determined by the Court as provided in the Class Notice. Class Members will have until the
2 Response Deadline to submit their written objections to the Administrator. Written objections
3 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
4 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
5 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
6 Hearing to make an oral objection.

7 14. A final approval hearing shall be held before this Court on August 13, 2024 at 1:30
8 p.m. in Department 21 of the Alameda County Superior Court to hear the motion for final
9 approval and the motion for attorneys' fees and costs, and to determine all necessary matters
10 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
11 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
12 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
13 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
14 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
15 service award, and the fees and expenses of the Administrator. All papers in support of the motion
16 for final approval and the motion for attorneys' fees, costs and service award shall be filed with
17 the Court and served on all counsel no later than sixteen (16) court days before the hearing and
18 both motions shall be heard at this final approval hearing.

19 15. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendants in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendants as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendants or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
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1 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendants of any liability,
3 fault, wrongdoing, omission, concession or damage.

4 16. In the event the Settlement does not become effective in accordance with the terms
5 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
6 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
7 and the Parties shall revert to their respective positions as of before entering into the Agreement,
8 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
9 including all available defenses and affirmative defenses, and arguments that any claim in the
10 Action could not be certified as a class action and/or managed as a representative action . In such
11 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
12 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
13 the Agreement with respect to the effect of the Agreement if it is not approved.

14 17. The Court reserves the right to adjourn or continue the date of the final approval
15 hearing and all dates provided for in the Agreement without further notice to Class Members and
16 retains jurisdiction to consider all further applications arising out of or connected with the
17 proposed Settlement.

18 **IT IS SO ORDERED.**

19 Dated: _____

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21 HON. NOEL WISE
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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