

SCANNED

1 Justin F. Marquez (SBN 262417)
justin.marquez@wilshirelawfirm.com
2 Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
3 **WILSHIRE LAW FIRM, PLC**
3055 Wilshire Boulevard, 12th Floor
4 Los Angeles, California 90010
Telephone: (213) 381-9988
5 Facsimile: (213) 381-9989

6 Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC - 2 2024

BY Jessica Gancez
JESSICA GANCEZ, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO**

10 LILIANA CARLOS, individually, on behalf of
all others similarly situated, and on behalf of the
11 State of California and other aggrieved persons,

12 *Plaintiff,*

13 v.

14 VSTYLES, INC. DBA GREAT CLIPS, a
California corporation; and DOES 1 through 10,
15 inclusive,

16 *Defendants.*

Case No. CIVSB2311520

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Joseph T.
Ortiz, Dept. S17]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: December 2, 2024
Time: 1:30 p.m.
Dept.: S17

Complaint filed: May 26, 2023
FAC filed: November 2, 2023
Trial date: Not set

1 On or around July 22, 2024, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Liliana Carlos ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class Action
6 Settlement as Exhibit 1.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Vstyles, Inc. dba Great Clips ("Defendant," and
17 collectively with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as Exhibit 1.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
3 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
4 the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action
5 including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to
6 pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
7 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
8 wage statements; and (7) violation of California's Unfair Competition Law, California Business and
9 Professions Code §§ 17200, *et seq.* Except as set forth in Section 5.3 of [the Settlement], Participating
10 Class Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
12 social security, workers' compensation, or claims based on facts occurring outside the Class Period.

13 7. All Non-Participating Class Members who are Aggrieved Employees are deemed to
14 release, on behalf of themselves and their respective former and present representatives, agents,
15 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
16 Private Attorneys General Act ("PAGA") penalties that were alleged, or reasonably could have been
17 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice
18 and ascertained in the course of the Action, including any and all claims for: (a) failure to pay
19 minimum and straight time wages; (1) failure to pay minimum and straight time wages; (2) failure
20 to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
21 periods; (5) failure to timely pay final wages at termination; and (6) failure to provide accurate
22 itemized wage statements.

23 8. Upon final approval of the Settlement by the Court, Participating Class Members will
24 release the aforementioned claims (paragraph 6) against all Released Parties.

25 9. The Parties shall bear their own respective attorneys' fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 10. Solely for purposes of effectuating the Settlement, the Court finally certified the
28 following Class – all persons employed by Vstyles in California and classified as an hourly paid,

1 non-exempt employee during the Class Period

2 11. No Class Members have objected to the terms of the Settlement.

3 12. No Class Members have requested exclusion from the Settlement.

4 13. The Notice provided to the Class conforms with the requirements of California Rules
5 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
6 by providing individual notice to all Class Members who could be identified through reasonable
7 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
8 therein to the Class Members. The Notice fully satisfies the requirements of due process.

9 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
10 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
11 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
12 Payments to the Participating Class Members in accordance with the terms of the Settlement.

13 15. Defendant shall pay a total of \$260,000.00 to resolve this litigation and to separately
14 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

15 16. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
16 & Workforce Development Agency, representing 75% of the PAGA penalties awarded under the
17 terms of the Class Action and PAGA Settlement Agreement and Class Notice, pursuant to the PAGA.

18 17. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for her
19 service as the class representative and for her agreement to release claims.

20 18. From the Gross Settlement Amount, \$10,995.00 shall be paid to the Settlement
21 Administrator, ILYM Group, Inc. ("ILYM").

22 19. The Court hereby confirms Justin F. Marquez and Arrash T. Fattahi of Wilshire Law
23 Firm as Class Counsel.

24 20. From the Gross Settlement Amount, Class Counsel is awarded \$86,666.67 for their
25 reasonable attorneys' fees and \$20,101.67 for their reasonable costs incurred in the Action. The fees
26 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
27 the fees are reasonable in light of the benefit provided to the Class.
28

1 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
2 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for a
3 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
4 and Judgment.

5 22. Without affecting the finality of this Order in any way, this Court retains continuing
6 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
7 to all Parties to this action, and their counsel of record.

8 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
9 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

10 **IT IS SO ORDERED.**

11
12 DATE: *Dec. 2, 2024*



Hon. Joseph T. Ortiz
San Bernardino County Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Carlos v. VStyles, Inc., et al.

CIVSB2311520

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

I, Zeyra Ceballos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zeyra.ceballos@wilshirelawfirm.com.

On **November 5, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Leonid M. Zilberman (SBN 182829)

lzilberman@wilsonturnerkosmo.com

Brian G. Lee (SBN 300990)

blee@wilsonturnerkosmo.com

Hope M. Allen

hallen@wilsonturnerkosmo.com

Cassidee M. Torres

ctorres@wilsonturnerkosmo.com

WILSON TURNER KOSMO LLP

402 West Broadway, Suite 1600

San Diego, California 92101

Telephone: (619) 236-9600

Facsimile: (619) 236-9669

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this **November 5, 2024** at Irvine, California.



Zeyra Ceballos