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FILED
ALAMEDA COUNTY

AUG 13 2024

CLERK OF THE SUPERIOR COURT

By 

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

vs.

WAX CENTER PARTNERS
INTERMEDIATE HOLDCO LLC, a Limited
Liability Company; WAX CENTER
PARTNERS HOLDCO LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 22CV018596

[Consolidated with Case No. 22CV024363]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 13, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Noel Wise
Dept: 21

Date Filed: September 27, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Jileea Jordan (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Wax Center
3 Partners Intermediate Holdco LLC and Wax Center Partners Holdco LLC (“Defendants”),
4 attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for
5 hearing on August 13, 2024 before the Honorable Noel Wise.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Alameda, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Seven Hundred Fifty
16 Thousand Dollars (\$750,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
18 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment, Class Representative Service Payment, and the Administration
20 Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to
21 Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual
22 Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be
23 the separate additional obligation of Defendants.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On March 26, 2024, the Court granted preliminary approval of the Settlement. At
4 this same time, the Court approved conditional certification of the Class for settlement purposes
5 only.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
9 about May 23, 2024. Mailing of the Class Notice to their last-known addresses was the best notice
10 practicable under the circumstances and was reasonably calculated to communicate actual notice
11 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
12 Members fully and accurately informed the Class Members of all material elements of the
13 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
14 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
15 fully with the laws of the State of California, the United States Constitution, due process and other
16 applicable law. The Class Notice fairly and adequately described the Settlement and provided
17 Class Members adequate instructions and a variety of means to obtain additional information.

18 7. The Response Deadline for opting out or submitting written objections to the
19 Settlement was July 22, 2024, which for re-mailings was extended by fourteen (14) days. There
20 was an adequate interval between notice and the deadline to permit Class Members to choose what
21 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
22 Members to participate in this hearing, and all Class Members and other persons wishing to be
23 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
24 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
25 Court determines that all Class Members who did not timely and properly submit a request for
26 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

7 b. Plaintiff and Class Counsel's investigation and discovery have been
8 sufficient to allow the Court and counsel to act intelligently.

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Class Counsel recommended approval of the Agreement.

11 d. The percentage of objectors and requests for exclusion is small. No
12 objections were received. One (1) request for exclusion was received.

13 e. The participation rate was high. 824 Class Members will be mailed a
14 settlement payment, representing 99.87% of the overall Class.

15 9. The consideration to be given to the Class Members under the terms of the
16 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
17 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
18 Members' claims, given the uncertainties and significant risks of the litigation and the delays
19 which would ensue from continued prosecution of the action.

20 10. The Agreement is approved as fair, adequate and reasonable and in the best
21 interests of the Class Members.

22 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

23 11. From the Gross Settlement Amount, an award of \$250,000 for attorneys' fees,
24 representing one-third of the Gross Settlement Amount, and \$17,000 for litigation costs and
25 expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked
26 by Class Counsel, and the results achieved by Class Counsel. The requested award has been
27 supported by Class Counsel's lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
4 Representative Service Payment in the amount of \$10,000 from the Gross Settlement Amount to
5 the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this
6 litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

7 **Administration Expenses Payment**

8 13. The Administrator shall calculate and administer the payment to be made to the
9 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
10 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
11 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
12 Administrator has documented \$14,320 in fees and expenses, and this amount is reasonable in
13 light of the work performed by the Administrator.

14 **PAGA Penalties**

15 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
16 Amount of \$15,000, which shall be allocated \$11,250 to the Labor & Workforce Development
17 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
18 Agreement pursuant to the PAGA and \$3,750 to be distributed to the Aggrieved Employees and
19 allocated by (a)) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties
20 (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
21 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
22 Periods. "Aggrieved Employees" are all individuals who worked for Defendants in California and
23 who were classified as non-exempt at any time during the PAGA Period (September 27, 2021
24 through August 17, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA
25 was provided notice of the Agreement and these settlement terms and has not indicated any
26 objection thereto. The Court finds the PAGA Penalties to be reasonable.

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II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All non-exempt employees who worked in California for Defendants Wax Center Partners Intermediate Holdco LLC and/or Wax Center Partners Holdco LLC at any time during the Class Period (September 27, 2018 through August 17, 2023).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. The one individual who requested exclusion was Nikki Lane.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of \$^{225,000}~~250,000~~ and costs in the amount of \$17,000, payable from the Gross Settlement Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff or members of the Class. 10% of this fee award is to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

19. The payment of Class Representative Service Payment from the Gross Settlement Amount in the amount of \$^{7,500}~~10,000~~ to the Plaintiff is approved.

20. The payment of \$14,320 to the Administrator for its fees and expenses from the Gross Settlement Amount is approved.

21. The PAGA Penalties amount of \$15,000 is approved and is to be distributed from the Gross Settlement Amount in accordance with the Agreement.

1 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
2 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
3 entry.

4 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
5 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
6 any wrongdoing by Defendants or that this Action is appropriate for class or representative
7 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
8 the Agreement, nor any document referred to herein, nor any action taken to carry out the
9 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
10 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
11 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
12 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
13 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
14 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
15 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
16 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
17 Released Class Claims and/or Released PAGA Claims.

18 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
19 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
20 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
21 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
22 to individual Class Members.

23 25. If the Agreement does not become final and effective in accordance with the terms
24 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
25 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
26 revert to their respective positions as of before entering into the Agreement, and expressly reserve
27 their respective rights regarding the prosecution and defense of this Action, including all available
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1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

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4 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

5 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
6 Plaintiffs, and all members of the Class, shall take nothing in the Action.

7 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
8 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
9 supervise and adjudicate any dispute arising from or in connection with the distribution of
10 settlement benefits.

11 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
12 provided in the Agreement and in this Final Approval Order and Judgment.

13 29. Effective on the date when Defendants fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
16 release claims against all Released Parties as follows:

17 (a) All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns, release the Released Parties from the Released Class Claims. The "Released Class
20 Claims" are all class claims plead or which could have been plead based on the factual allegations
21 contained in the Operative Complaint which occurred during the Class Period. Except as expressly
22 set forth in this Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
25 claims based on facts occurring outside the Class Period. "Released Parties," as used herein,
26 means Defendants, its predecessors, successors, parent companies, related entities, subsidiaries,
27 affiliates, investors, management companies, franchisees, franchisors (any affiliate, all holders of a
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1 legal or beneficial interest in franchisors and all officers, directors, executives, managers,
2 members, partners, owners, employees, agents, area representatives, and their respective
3 successors and assigns of franchisors), owners, attorneys, vendors, and assigns, and their directors,
4 officers, trustees, employees, agents, insurers, and re-insurers, whether in their individual or
5 official capacities.

6 (b) Plaintiff, in her capacity as private attorney general, and the LWDA are
7 deemed to release, on behalf of themselves and their respective former and present representatives,
8 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the
9 Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims plead or which
10 could have been plead based on the factual allegations contained in the PAGA Notice sent by
11 Plaintiff which occurred during the PAGA Period as to the Aggrieved Employees. The Released
12 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
13 wrongful termination, discrimination, unemployment insurance, disability and worker's
14 compensation, and claims outside of the PAGA Period.

15 (c) Plaintiff and her respective former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
17 Released Parties from all claims, transactions, or occurrences that occurred during the Class
18 Period, as fully set forth in the Agreement.

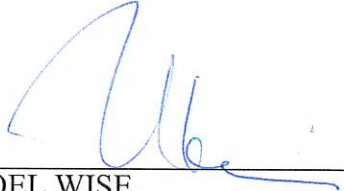
19 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to Legal Aid at Work, which
22 the Court approves as the cy pres beneficiary pursuant to California Code of Civil Procedure
23 Section 384, subd. (b).

24 31. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: 8/13/24

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7 HON. NOEL WISE
8 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 08/14/2024 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
PLAINTIFF/PETITIONER: Jileea Jordan		
DEFENDANT/RESPONDENT: Wax Center Partners Intermediate Holdco LLC et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV018596

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Final Approval Order and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

I. JUSTINE KILPATRICK
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Dated: 08/14/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk