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

JUL 22 2024

BY Jessica Gardez
JESSICA GARDEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiff,

v.

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

Defendants.

Case No.: CIVSB2311520

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Joseph T.
Ortiz, Dept. S-17]

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

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of
Plaintiff Liliana Carlos; and Declaration of
Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: July 22, 2024

Time: 8:30 a.m.

Dept: S-17

Complaint filed: May 26, 2023

FAC filed: November 24, 2023

Trial date: Not set

1 The Court has before it Plaintiff Liliana Carlos' ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Declaration of Plaintiff
4 Liliana Carlos, and the Class Action and PAGA Settlement Agreement and Class Notice (which
5 is referred to here as the "Settlement Agreement"), and good cause appearing, the Court hereby
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant VStyles, Inc.
11 dba Great Clips ("Defendant," and together with Plaintiff, the "Parties"), attached to the
12 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of
13 Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant have agreed to create a common fund
18 of \$260,000.00 to cover: (a) settlement payments to class members who do not validly opt out;
19 (b) a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
20 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act ("PAGA"), with 75% of which (\$7,500.00) being paid to the LWDA and 25%
22 (\$2,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 1/3
24 of the Gross Settlement Amount (\$86,666.67), and up to \$25,000.00 in costs for actual litigation
25 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$10,995.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the class representative's enhancement award
14 should be finally approved as fair, reasonable and adequate as to the members of the class is
15 hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by VStyles in California and classified as an
18 hourly paid, non-exempt employee during the Class Period."

19 6. "Class Period" means the period from May 26, 2019 to October 27, 2023.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Liliana Carlos. The Court further preliminarily approves Plaintiff's ability to request
2 an incentive award up to \$10,000.00.

3 9. The Court appoints, for settlement purposes only, Justin F. Marquez and Arrash
4 T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily
5 approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total
6 Settlement Amount (\$86,666.67), and costs not to exceed \$25,000.00.

7 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
8 reasonable administration costs estimated not to exceed \$10,995.00.

9 11. The Court approves Legal Aid at Work as the *cy pres* recipient.

10 12. The Court approves, as to form and content the Class Notice, attached to the
11 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
12 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 13. The Parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 14. Any class member who does not timely and validly request exclusion from the
18 settlement may object to the Settlement Agreement.

19 15. The Court orders the following Implementation Schedule:

20 Defendant to provide Class List to the	No later than 15 days after the Court grants
21 Settlement Administrator	Preliminary Approval of the Settlement
22 Settlement Administrator to mail the Class	No later than 14 days after receiving the Class
23 Notice	Data from Defendant
24 Response Deadline / Deadline to Provide	45 days after the Class Notice is mailed out
25 Written Objections, if any	by the Settlement Administrator
26 Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
27 Request for Attorneys' Fees and Costs, and	Final Approval, which is _____;
28	

1	Service Award to Plaintiff	
2		November 18, 2024 at 1:30 a.m. (p.m.), or
3		first available date thereafter, in Department
4	Final Approval Hearing	S-17. The hearing may be continued to
5		another date without further notice to the
6		Class Members.

7 16. The Court further ORDERS that, pending further order of this Court, all proceedings
8 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

9 **IT IS SO ORDERED.**

10
11
12 DATE:

July 22, 2024

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14 _____
15 Hon. Joseph T. Ortiz
16 San Bernardino County Superior Court
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PROOF OF SERVICE

Carlos v. VStyles, Inc.

CIVSB2311520

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Zeyra Ceballos, am employed in the county of Orange, State of California. I am over the age of 18 and not a party to this action. My business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zceballos@wilshirelawfirm.com.

On **May 1, 2024**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY 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)
zilberman@wilsonturnerkosmo.com
Brian G. Lee (SBN 300990)
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Hope M. Allen
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San Diego, California 92101
Telephone: (619) 236-9600
Facsimile: (619) 236-9669

Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(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 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **May 1, 2024**, at Irvine, California.



Zeyra Ceballos