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FILED
Superior Court of California
County of Los Angeles

02/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

8 Attorneys for PLAINTIFFS DAISY ARELLANO and STEPHANIE CORONA
9 on behalf of themselves and others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 DAISY ARELLANO, on behalf of herself and
13 others similarly situated,

Case No.: 19STCV42105

14 PLAINTIFF,

CLASS ACTION

15 vs.

[Assigned For All Purposes to the Hon. Stuart
M. Rice, Dept. 1]

16 USA MINISO DEPOT, INC.; MINISO DEPOT
17 CA, INC.; MINISO; MINISO DEPOT
18 ARCADIA, INC.; MINISO DEPOT
19 BAKERSFIELD, INC.; MINISO DEPOT
20 CERRITOS, INC.; MINISO DEPOT DOWNEY,
21 INC.; MINISO DEPOT HOLLYWOOD, INC.;
22 MINISO DEPOT LAKEWOOD, INC.; MINISO
23 DEPOT MORENO VALLEY, INC.; MINISO
24 DEPOT PASADENA, INC.; MINISO DEPOT
25 RIVERSIDE, INC.; MINISO DEPOT SANTA
26 ANA, INC.; MINISO DEPOT SANTA
27 MONICA, INC.; MINISO DEPOT WEST
28 COVINA, INC.; MINISO DEPOT
ALHAMBRA, LLC.; MINISO DEPOT
BEVERLY CENTER, LLC.; MINISO DEPOT
CHINO HILLS, LLC.; MINISO DEPOT
CULVER CITY, LLC.; MINISO DEPOT EL
CAJON, LLC.; MINISO DEPOT ESCONDIDO,
LLC.; MINISO DEPOT FAIRFIELD, LLC.;
MINISO DEPOT HACIENDA HEIGHTS,
LLC.; MINISO DEPOT IRVINE SPECTRUM,
LLC.; MINISO DEPOT MILPITAS, LLC.;
MINISO DEPOT MISSION VIEJO, LLC.;
MINISO DEPOT NATIONAL CITY, LLC.;

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: February 14, 2024
Time: 10:30 a.m.
Dept: 1

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Electronically Received 02/13/2024 12:00 AM

1 MINISO DEPOT NEWPARK, LLC.; MINISO
2 DEPOT PALM DESERT, LLC.; MINISO
3 DEPOT SALINAS, LLC.; MINISO DEPOT
4 SAN FRANCISCO CENTRE, LLC.; MINISO
5 DEPOT SANTA BARBARA, LLC.; MINISO
6 DEPOT SF STONESTOWN, LLC.; MINISO
7 DEPOT SHERMAN OAKS, LLC.; MINISO
8 DEPOT TEMPLE CITY, LLC.; MINISO
9 DEPOT TOPANGA, LLC.; MINISO DEPOT
10 TORRANCE, LLC.; MINISO DEPOT
11 VALENCIA, LLC.; and DOES 1 to 200,
12 Inclusive.

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DEFENDANTS.

1 Plaintiffs Daisy Arellano and Stephanie Corona (“Plaintiffs”) Motion for Final Approval of
2 Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendants USA
3 MINISO DEPOT, INC.; MINISO DEPOT CA, INC.; MINISO; MINISO DEPOT ARCADIA, INC.;
4 MINISO DEPOT BAKERSFIELD, INC.; MINISO DEPOT CERRITOS, INC.; MINISO DEPOT
5 DOWNEY, INC.; MINISO DEPOT HOLLYWOOD, INC.; MINISO DEPOT LAKEWOOD, INC.;
6 MINISO DEPOT MORENO VALLEY, INC.; MINISO DEPOT PASADENA, INC.; MINISO
7 DEPOT RIVERSIDE, INC.; MINISO DEPOT SANTA ANA, INC.; MINISO DEPOT SANTA
8 MONICA, INC.; MINISO DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.;
9 MINISO DEPOT BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO
10 DEPOT CULVER CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT
11 ESCONDIDO, LLC.; MINISO DEPOT FAIRFIELD, LLC.; MINISO DEPOT HACIENDA
12 HEIGHTS, LLC.; MINISO DEPOT IRVINE SPECTRUM, LLC.; MINISO DEPOT MILPITAS,
13 LLC.; MINISO DEPOT MISSION VIEJO, LLC.; MINISO DEPOT NATIONAL CITY, LLC.;
14 MINISO DEPOT NEWPARK, LLC.; MINISO DEPOT PALM DESERT, LLC.; MINISO DEPOT
15 SALINAS, LLC.; MINISO DEPOT SAN FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA
16 BARBARA, LLC.; MINISO DEPOT SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN
17 OAKS, LLC.; MINISO DEPOT TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.;
18 MINISO DEPOT TORRANCE, LLC.; MINISO DEPOT VALENCIA, LLC. (“Defendants”) came
19 before this Court on ~~March 1, 2023~~ ^{Ø`àì` æ` ÅI ÅGEG} at 10:30 a.m. in Department 1 of Los Angeles County Superior
20 Court Courthouse located at 312 N Spring St, Los Angeles, California 90012.

21 The Court having received and considered Plaintiffs’ Motion for Final Approval of Class
22 Action Settlement and Motion for Award of Attorneys’ Fees and Costs filed on January 22, 2024, the
23 preliminarily approved Second Amended Joint Stipulation of Settlement and Release (“Settlement”
24 or “Settlement Agreement”) entered into by and between Plaintiffs and Defendants attached as
25 **Exhibit 1** to the Declaration of Jovahn Wiggins in Support of Plaintiffs’ Motion for Preliminary
26 Approval of Class Action Settlement, and the Exhibits attached thereto (hereafter collectively, the
27 “Settlement” or “Settlement Agreement,”), the supporting papers filed by the Parties, the declaration
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1 of Kaylie O'Connor on behalf of CPT Group, Inc. and the evidence and argument received by the
2 Court in conjunction with the Motion and documents thereto, the Court **GRANTS** final approval of
3 the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
4 **DETERMINATIONS AND FINDINGS:**

5 1. This Final Approval Order incorporates by reference the parties' Settlement
6 Agreement and all defined terms herein shall have the same meaning as set forth in the Settlement.

7 2. This Court has jurisdiction over the subject matter of the action and over the Parties,
8 including all participating Settlement Class Members and PAGA Releasees asserted in this
9 proceeding and over all Parties to the Lawsuits.

10 3. The Court finds that no Class Members objected to the Settlement and that no Class
11 Members requested exclusion from the Settlement. Similarly, the Court finds that no Class Members
12 disputed their workweek or pay period calculations.

13 4. The Court appoints Plaintiffs Daisy Arellano and Stephanie Corona as Class
14 Representatives for settlement purposes only.

15 5. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Antonia McKee,
16 Esq., and Jovahn Wiggins, Esq. as Class Counsel for settlement purposes only.

17 6. The Court has considered all relevant factors for determining the fairness of the
18 Settlement Agreement and has concluded that all such factors weigh in favor of **GRANTING** final
19 approval. In particular, the Court finds that the Settlement Agreement was reached following
20 meaningful investigation and informal discovery conducted by Class Counsel; that the Settlement
21 Agreement is the result of informed, adversarial, and arm's-length negotiations between the Parties;
22 and that the terms of the Settlement Agreement are in all respects fair, adequate, and reasonable. In
23 so finding, the Court has considered all of the evidence presented, including evidence regarding the
24 strength of the Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
25 duration of further litigation; the amount offered in Settlement Agreement; the extent of investigation
26 and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court
27 finally **APPROVES** of the terms and conditions contained in the Settlement Agreement as to the
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1 Settlement Class Members and the PAGA Releasees. The Court finds that the Settlement is, in all
2 respects, fair, reasonable, adequate, and in the best interests of the Settlement Class Members and
3 PAGA Releasees and hereby directs implementation of all remaining terms, conditions, and
4 provisions of the Settlement Agreement.

5 7. The Court further finds that the Settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
8 3.769, and applicable law.

9 8. For purposes of approving the Settlement only, this Court finds and concludes that: (a)
10 the Class Members are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Class, and there is a well-defined community of
12 interest among Class Members with respect to the subject matter of the claims in the action; (c) the
13 claims of the Plaintiffs are typical of the claims of the Class Members; (d) the Plaintiffs have fairly
14 and adequately protected the interests of the Class Members; (e) a class action is superior to other
15 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for
16 the Plaintiffs, i.e., Class Counsel, is qualified to serve as counsel for the Plaintiffs in their individual
17 and representative capacities and for the Class.

18 9. The Court finds the settlement was entered into in good faith, that the settlement is
19 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

23 10. The Parties adequately performed their obligations under the Settlement Agreement
24 and Preliminary Approval Order.

25 11. The Court finds that the approved Class Notice (attached as **Exhibit "A"** to the
26 Settlement Agreement and CPT Group, Inc's declaration in support of the Motion), along with the
27 related notification procedure contemplated by the Settlement Agreement, constituted the best notice
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1 practicable under the circumstances. Notice was provided to the Class Members in compliance with
2 the Settlement Agreement and Preliminary Approval Order, California Code of Civil Procedure
3 section 382, California Rules of Court 3.766 and 3.769, the California and United States
4 Constitutions, and any other applicable law. Specifically, the Class Notice: (i) fully and accurately
5 informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so
6 that Class Members were able to decide whether to opt-out and pursue their own remedies, or object
7 to the proposed Settlement; (iii) provided procedures for Class Members to request exclusion from
8 the Settlement, to state written objections to the proposed Settlement, to dispute the number of
9 workweeks, and to appear at the hearing; and (iv) provided the time, date and place of the final fairness
10 hearing. A full opportunity has been afforded to the Class Members to participate in this hearing and
11 all Settlement Class Members and other persons wishing to be heard have been heard. Accordingly,
12 the Court determines that all Settlement Class Members that did not submit a request for exclusion
13 are bound by this Final Approval Order.

14 12. The Maximum Settlement Amount and the means of distributing the Net Settlement
15 Amount to participating Settlement Class Members are fair and reasonable in light of the nature of
16 this case.

17 13. The Settlement Agreement is not a concession or admission and shall not be used
18 against Defendants, or by any other Released Party, as an admission of fault or indication with respect
19 to any claim of any fault or omission by Defendants or any other Released Party. Except as necessary
20 to enforce the terms of the Settlement Agreement, neither the Settlement, nor any document,
21 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall
22 in any event be construed as, offered or admitted into evidence as, received as or deemed to be in
23 evidence for any purpose adverse to Defendants or any Released Party, including, but not limited to,
24 evidence of a presumption, concession, indication or admission by Defendants or any of the other
25 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, except for legal
26 proceedings concerning the implementation, interpretation, or enforcement of the Settlement
27 Agreement.

1 14. Within five (5) business days following the Effective Date, Defendants shall pay the
2 Maximum Settlement Amount and an amount the Settlement Administrator advises is sufficient to
3 pay employer's share of payroll taxes with respect to the wages portion of the Individual Settlement
4 Payments to the Settlement Administrator. Within five (5) calendar days after Defendants fund the
5 Maximum Settlement Amount, the Settlement Administrator will pay (a) Individual Class Settlement
6 Payments to Participating Class Members; (b) Individual PAGA Settlement Payments to PAGA
7 Employees; (c) Court-approved Attorneys' Fees and Costs to Class Counsel; (d) Court-approved
8 Service Award to each Plaintiff; and (e) Court-approved Settlement Administration Costs to itself.

9 15. In the event that an Individual Class Settlement Payment and/or Individual PAGA
10 Settlement Payment check is returned to the Settlement Administrator as undeliverable the Settlement
11 Administrator shall perform one skip trace on any mailed Class Notice returned as undeliverable; re-
12 mail Class Notice one time only by First Class Mail if the Class Notice was returned undeliverable
13 and a new address is located or upon a Class Member's or PAGA Releasees request; and send
14 deficiency letters as needed.

15 16. The Class Representatives, Daisy Arellano and Stephanie Corona have prosecuted this
16 lawsuit, worked with counsel, undertaken the risks associated with litigation, acted to protect the
17 Class's interests, and conferred a benefit on absent Class Members, and are thus entitled to receive a
18 service payment. As such, in addition to any recovery that Plaintiffs may receive under the Settlement,
19 and in recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves
20 the payment from the Maximum Settlement Amount of a Service Award to each Plaintiff in the
21 amount of ~~Nine Thousand Dollars~~ and Zero Cents (\$7,500.00).

22 17. Class Counsel has provided services and benefits to absent Class Members and
23 expended efforts and resources to secure the benefits and is thus entitled to the requested and
24 unopposed attorneys' fees and costs as approved by the Court. As such, the Court approves the
25 payment from the Maximum Settlement Amount of attorneys' fees to Class Counsel in the sum of
26 Four Hundred Sixteen Thousand, Six Hundred Sixty-Seven Dollars and Zero Cents (\$416,667.00),
27 and the reimbursement of litigation expenses in the sum of Fourteen Thousand Four Hundred Forty-

1 Four Dollars (\$14,444.05). Both are reasonable amounts. The reasonableness of the fee award is
2 determined based on a reasonable percentage of the common fund obtained for the class. The court
3 also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient
4 litigation practices and reflects the actual benefit obtained for the class.

5 18. The appointed Settlement Administrator, CPT Group, Inc., rendered services and will
6 continue to render services, in connection with administering the notice and settlement process, and
7 is thus entitled to its requested administration fees. As such, the Court approves and orders payment
8 from the Qualified Settlement Amount in the amount of Fourteen Thousand Dollars and Zero Cents
9 (\$14,000.00) to CPT Group, Inc. for performance of settlement administration services.

10 19. The Maximum Settlement Amount is \$1,250,000.00, with the Net Settlement Amount
11 to be paid to participating Class Members being calculated by subtracting the following amounts from
12 the Maximum Settlement Amount: (1) Class Counsel's attorneys' fees of \$416,667.00; (2) Class
13 Counsel's documented costs of \$14,444.05; (3) Service Award to be paid to the Class Representatives
14 of \$7,500.00 each (4) 75% of the PAGA Penalties of \$150,000.00 (\$112,500.00) to the LWDA and
15 25% of the PAGA Penalties (\$37,500.00) to the PAGA Releasees; and (5) the Settlement
16 Administrator fees to CPT Group, Inc. of \$14,000.00. The Net Settlement Amount which will be
17 paid as individual Settlement Payments to participating Class Members is estimated to be
18 approximately \$564.85. There is no reversion to Defendants.

19 20. Participating Class Members will have one hundred eighty (180) calendar days from
20 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
21 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
22 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
23 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
24 day check cashing period, including the amount at issue.

25 21. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court approves of the
26 Settlement's provisions relating to settlement of claims under the Private Attorneys General Act of
27 2004, Labor Code Section 2698 et seq. ("PAGA").

1 **4. Plaintiffs' Release.** Plaintiffs, in their individual capacities, are deemed to have
2 released and discharged Defendants and the Released Parties from any and all Plaintiffs' Released
3 Claims, known or unknown, as described in the Settlement Agreement, Section XIII.

4 **5. Class Members' Release.** Plaintiffs and all Class Members who did not properly
5 request exclusion are deemed to have released and discharged the Released Parties from all Released
6 Claims under the Settlement Agreement. The full and complete terms of the releases described in
7 this paragraph are set forth in the Settlement Agreement, Section XII, ¶ 1.

8 **6. PAGA Releasee Release.** Plaintiffs and all PAGA Releasees are deemed to have
9 released and discharged the Released Parties from all PAGA Claims under the Settlement Agreement.
10 The full and complete terms of the releases described in this paragraph are set forth in the Settlement
11 Agreement, Section XII, ¶ 2.

12 **7. Funding of Settlement.** Within 5 business days after the Effective Date, as defined
13 in the Settlement Agreement, Defendants shall deposit the Maximum Settlement Amount and the
14 amount that the Settlement Administrator advises is due for employer-side payroll taxes into the
15 account created by the Settlement Administrator for administration of the Settlement according to the
16 terms of the Settlement Agreement. The Settlement Administrator shall calculate and distribute the
17 court-approved allocations and the Net Settlement Amount to the participating Settlement Class
18 Members and PAGA Releasees. The distribution shall be in accordance with the instructions and
19 timeline set forth in the Settlement Agreement, Section X, ¶¶ 1-4.

20 **8. Uncashed Checks.** Individual Settlement Payment checks shall be negotiable for 180
21 days from the date of issuance. Any individual Settlement Payment checks that have not been
22 negotiated within 180 days after the date of issuance will be voided and shall escheat to the State of
23 California Controller's Office to be held in the name of the Settlement Class Member who is the
24 payee of the check, as set forth in the Settlement Agreement, Section X, ¶ 3.

25 **9. Final Report.** The Parties shall file a report concerning any uncashed checks or other
26 cash residue by Ö^&{ à^|AFFÄCG. The report shall be in the form of a declaration from
27 the Settlement Administrator and shall describe: (i) the date the checks were mailed, (ii) the total
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