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

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

DAISY ARELLANO on behalf of herself and
others similarly situated.

PLAINTIFFS,

vs.

USA MINISO DEPOT, INC.; MINISO DEPOT
CA, INC.; MINISO; MINISO DEPOT
ARCADIA, INC.; MINISO DEPOT
BAKERSFIELD, INC.; MINISO DEPOT
CERRITOS, INC.; MINISO DEPOT
DOWNEY, INC.; MINISO DEPOT
HOLLYWOOD, INC.; MINISO DEPOT
LAKEWOOD, INC.; MINISO DEPOT
MORENO VALLEY, INC.; MINISO DEPOT
PASADENA, INC.; MINISO DEPOT
RIVERSIDE, INC.; MINISO DEPOT SANTA
ANA, INC.; MINISO DEPOT SANTA
MONICA, INC.; MINISO DEPOT WEST
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.; MINISO DEPOT

Case No.: 19STCV42105

CLASS ACTION

*[Assigned to the Hon. Stuart M. Rice in Dept.
SSC 1]*

**PLAINTIFFS' SUPPLEMENTAL
BRIEFING IN SUPPORT OF THE
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; DECLARATION OF
MELISSA A. HUETHER**

[Filed concurrently with [Proposed] Order]

Hearing Information:

Date: February 24, 2023

Time: 10:30 a.m.

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NEWPARK, LLC.; MINISO DEPOT PALM
DESERT, LLC.; MINISO DEPOT SALINAS,
LLC.; MINISO DEPOT SAN FRANCISCO
CENTRE, LLC.; MINISO DEPOT SANTA
BARBARA, LLC.; MINISO DEPOT SF
STONESTOWN, LLC.; MINISO DEPOT
SHERMAN OAKS, LLC.; MINISO DEPOT
TEMPLE CITY, LLC.; MINISO DEPOT
TOPANGA, LLC.; MINISO DEPOT
TORRANCE, LLC.; MINISO DEPOT
VALENCIA, LLC.; and DOES 1 to 200,
Inclusive.

DEFENDANTS.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Following the August 30, 2022 filing of Plaintiffs Daisy Arellano and Stephanie Corona's
3 ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Motion for
4 Preliminary Approval") the Court entered a Minute Order on October 18, 2022 ordering the Parties
5 to submit supplemental briefing addressing concerns raised by the Court in the checklist ("October
6 18, 2022 Checklist"). The Court's October 18, 2022 Checklist also continued the Motion for
7 Preliminary Approval Hearing to February 24, 2023 at 10:30 a.m. in Department 1 of the Los
8 Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles,
9 California 90012. (See Declaration of Melissa A. Huether ("Huether Dec.") ¶2; ¶13, Ex. 1 [October
10 18, 2022 Checklist].) The following provides the proposed resolutions and responses to the Court's
11 concerns.

12 **A. SETTLEMENT TERMS AND EVALUATION – FAIR, ADEQUATE AND**
13 **REASONABLE:**

14 The Court asked the Parties to address the various issues in the Joint Stipulation of
15 Settlement and Release ("Original Settlement Agreement") as described below. The Parties entered
16 into a First Amended Joint Stipulation of Settlement and Release ("Amended Settlement") to
17 resolve and address the Court's issues raised in the October 18, 2022 Checklist. (See Declaration of
18 Melissa A. Huether, ¶ 3, Ex. 2 [Redline Amended Settlement Agreement] and Ex. 3 [Final Version
19 of Amended Settlement Agreement incorporating redlines]).

- 20 1. The Court noted that the release of class claims should specify that Class
21 Members will only release claims alleged in, or arising out of facts asserted
22 in, the operative First Amended Complaint. The Parties amended section
23 XII.1 to be limited to "claims alleged in, or arising out of the facts asserted in
24 the operative First Amended Complaint." The Parties also revised section
25 XII.1 to remove the following language as the Court noted would exceed the
26 scope of the FAC: "whether known or unknown, contingent or accrued,
27 under any legal theory under state law". (Amended Settlement Agreement, §

XII.1.).

2. The Court also inquired as to whether the confidentiality provisions are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge its fiduciary duties. The Parties have clarified that while the Settlement Administrator will keep the Class Data confidential, Class Counsel will have access to the Class Data in order to discharge the fiduciary duties of Class Counsel. (Amended Settlement Agreement, § XVI.1.a.)
3. The Court also inquired as to how notices returned to the administrator as undeliverable would be handled. The Parties revised the Settlement Agreement to provide that the Settlement Administrator will remail a returned Class Notice to an updated address within 5 business days of receipt of the returned Class Notice. (Amended Settlement Agreement, § XVI.1.b.)

B. REVISIONS TO THE NOTICE:

The Parties revised the Class Notice to specifically include the Court's current social distancing procedures as well as a link where Class Members can find the most up to date procedures for attendance at hearings as the Court requested. (Huether Dec. ¶4.)

The Parties have also revised the Class Notice to ensure it is identical to the Settlement Agreement. Additionally, the Parties have also revised the Class Notice to match the changes in the Amended Settlement Agreement and have confirmed that the Amended Settlement Agreement and Class Notice are consistent. See Declaration of Melissa A. Huether, ¶ 5; ¶ 16, Ex. 4 [Redline Class Notice]).

C. CLASS SIZE:

The Court requested that the Parties clarify the class size as Plaintiff's Motion for Preliminary Approval stated there were 1,102 class members while the Original Settlement Agreement stated there was 1,934. (Huether Dec. ¶6.)

The class size as stated in Plaintiffs' Motion for Preliminary Approval is correct. The Parties inadvertently included in the Original Settlement Agreement. Plaintiffs' counsel traced the

1 estimated (but incorrect) class size of 1,934 individuals to a mathematical error which counted the
2 former employees twice by adding the formers to the total instead of subtracting. The error only
3 occurred when preparing the settlement agreement. Defendants provided that there were 1,102
4 class members of which there are 870 former employees and 270 current employees as set forth in
5 Plaintiffs' Motion for Preliminary Approval and supporting declaration. (Huether Dec. ¶7.)

6 **D. ENGLISH ONLY NOTICE:**

7 Defendants have advised that sending the Notice to the Class Members in only English is
8 sufficient as Class Members speak English. Class Members worked in retail and were required to
9 speak English as part of their job duties. (Huether Dec. ¶8.)

10 **E. ADMINISTRATION BID:**

11 The Court inquired into whether the bid for administration of the settlement is fair. (Huether
12 Dec. ¶9.)

13 The Parties obtained an updated bid and have revised the allocation of Settlement
14 Administration Costs accordingly. As a general practice, Plaintiffs' counsel includes a reasonable
15 buffer in the number of class members when requesting bids from various administrators and
16 includes another small buffer when allocating costs in the settlement agreement. The buffers here
17 resulted in allocated costs of \$21,000. Plaintiffs' counsel obtained an updated bid without a buffer
18 in the number of class members and allocated a smaller buffer in the allocation of administration
19 costs. The Amended Settlement Agreement now provides for administration costs in the amount of
20 no more than \$15,000. (Huether Dec. ¶10; Ex. 6.) The Parties agree that CPT Group has provided a
21 fair and reasonable bid and has compared it to other settlement administrators. (Huether Dec. ¶10.)

22 **F. LWDA NOTICE AND SUBMISSION:**

23 The Court also requested a copy of Plaintiff Corona's LWDA notice letter. On November
24 20, 2019, Plaintiff Corona submitted notice to the LWDA informing it of her intention to bring
25 PAGA claims against Defendants. To date, the LWDA has not responded. Plaintiff Corona's
26 November 20, 2019 LWDA letter is attached to the Declaration of Melissa A. Huether as Exhibit 7
27 filed concurrently herewith. (Huether Dec., ¶ 11.)

1 The Court also noted that is wanted proof of submission to the LWDA of any revised
2 versions of the settlement agreement. On February 8, 2023, Plaintiffs' counsel submitted the
3 settlement and this supplemental briefing to the LWDA via its online submission portal. Attached
4 as Exhibit 8 is the confirmation such documents were submitted to the LWDA. (Huether Decl., ¶12)

5
6 Dated: February 8, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

8
9 By: Melissa Huether
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Attorneys for PLAINTIFFS DAISY ARELLANO
11 and STEPHANIE CORONA on behalf of
12 themselves and others similarly situated
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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiffs Daisy Arellano and Stephanie Corona's ("Plaintiffs") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and actions in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the bar of all State and Federal District Courts of California. This Declaration is submitted in response to the Court's October 18, 2022 Checklist and in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. The following provides the proposed resolutions and responses to the Court's concerns.

3. SETTLEMENT TERMS AND EVALUATION – FAIR, ADEQUATE AND REASONABLE:

- The Court noted that the release of class claims should specify that Class

Members will only release claims alleged in, or arising out of facts asserted in, the operative First Amended Complaint. The Parties amended section XII.1 to be limited to “claims alleged in, or arising out of the facts asserted in the operative First Amended Complaint.” The Parties also revised section XII.1 to remove the following language as the Court noted would exceed the scope of the FAC: “whether known or unknown, contingent or accrued, under any legal theory under state law”. (Amended Settlement Agreement, § XII.1.)

- The Court also inquired as to whether the confidentiality provisions are in the best interest of the Class and whether they will impede Class Counsel’s ability to discharge its fiduciary duties. The Parties have clarified that while the Settlement Administrator will keep the Class Data confidential, Class Counsel will have access to the Class Data in order to discharge the fiduciary duties of Class Counsel. (Amended Settlement Agreement, § XVI.1.a.)
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REVISIONS TO THE NOTICE:

4. The Parties revised the Class Notice to specifically include the Court’s current social distancing procedures as well as a link where Class Members can find the most up to date procedures for attendance at hearings as the Court requested.

5. The Parties have also revised the Class Notice to ensure it is identical to the Settlement Agreement. Additionally, the Parties have also revised the Class Notice to match the changes in the Amended Settlement Agreement and have confirmed that the Amended Settlement Agreement and Class Notice are consistent.

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3 Preliminary Approval stated there were 1,102 class members while the Original Settlement
4 Agreement stated there was 1,934.

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7 traced the estimated (but incorrect) class size of 1,934 individuals to a mathematical error which
8 counted the former employees twice by adding the formers to the total instead of subtracting. The
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10 were 1,102 class members of which there are 870 former employees and 270 current employees
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14 English is sufficient as Class Members speak English. Class Members worked in retail and were
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17 9. The Court inquired into whether the bid for administration of the settlement is fair.

18 10. The Parties obtained an updated bid and have revised the allocation of Settlement
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21 includes another small buffer when allocating costs in the settlement agreement. The buffers here
22 resulted in allocated costs of \$21,000. Plaintiffs' counsel obtained an updated bid without a buffer
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25 no more than \$15,000. The Parties agree that CPT Group has provided a fair and reasonable bid and
26 has compared it to other settlement administrators.

27 **LWDA NOTICE AND SUBMISSION:**

28 11. The Court also requested a copy of Plaintiff Corona's LWDA notice letter. On

1 November 20, 2019, Plaintiff Corona submitted notice to the LWDA informing it of her intention to
2 bring PAGA claims against Defendants. To date, the LWDA has not responded. A true and correct
3 copy of Plaintiff's LWDA Letter is attached hereto as Exhibit 7.

4 12. The Court also noted that is wanted proof of submission to the LWDA of any revised
5 versions of the settlement agreement. On February 8, 2023, Plaintiffs' counsel submitted the
6 settlement and this supplemental briefing to the LWDA via its online submission portal. Attached
7 as Exhibit 8 is the confirmation such documents were submitted to the LWDA.

8 13. Attached as Exhibit 1 is a true and correct October 18, 2022 Minute Order.

9 14. Attached as Exhibit 2 is a true and correct copy of the Redline Version of the
10 Settlement Agreement.

11 15. Attached as Exhibit 3 is a true and correct copy of the Final Version Settlement
12 Agreement with all Redline changes incorporated therein and signed by the Parties.

13 16. Attached as Exhibit 4 is a true and correct copy of the Redline Version of the Notice
14 of Settlement of Class Action.

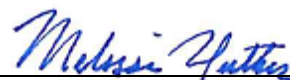
15 17. Attached as Exhibit 5 is a true and correct copy of the Final Version of the Notice of
16 Settlement of Class Action with all Redline changes incorporated therein.

17 18. Attached as Exhibit 6 is a true and correct copy the bid from CPT Group.

18 19. Attached as Exhibit 7 is a true and correct copy of Plaintiff Corona's November 20,
19 2019 LWDA Letter.

20 20. Attached as Exhibit 8 is a true and correct copy of the LWDA online confirmation
21 submission of the Amended Settlement Agreement.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 8th day of February 2023 at Beverly Hills, California.

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26 Melissa A. Huether
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