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

MICHELLE MOJICA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MINI PHARMACY ENTERPRISES, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20STCV36088

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

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

Date: May 29, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: September 22, 2020
FAC Filed: May 31, 2023
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Michelle Mojica’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
5 Representative Service Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appears
6 as counsel for Plaintiff Michelle Mojica (“Plaintiff”), individually and on behalf of all others
7 similarly situated and other aggrieved employees and O’Hagan Meyer LLP appears as counsel for
8 Defendant Mini Pharmacy Enterprises, Inc. (“Defendant”).

9 On June 26, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action in accordance with the First Amended Class Action and PAGA
12 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together
13 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees employed by
27 Defendant within the State of California at any time during the period of time from
28 April 6, 2016 to January 1, 2023. (“Class” or “Class Members”).

1 4. The Notice of Class Action Settlement and Hearing Date for Final Court Approval
2 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class
3 Members of all material elements of the Settlement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice
5 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
6 and complied fully with the laws of the State of California, the United States Constitution, due
7 process and other applicable law. The Class Notice fairly and adequately described the Settlement
8 and provided the Class Members with adequate instructions and a variety of means to obtain
9 additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
21 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
22 and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
27 timely and validly opt out of the Class Settlement (“Participating Class Members”) are bound by
28 the Class Settlement and this order and judgment (“Final Approval Order and Judgment”), and the

1 State of California and all current and former hourly-paid or non-exempt employees employed by
2 Defendant within the State of California during the period of time between November 2, 2021 to
3 January 1, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final
4 Approval Order and Judgment.

5 7. The Court finds that no Class Members have opted out of the Class Settlement.

6 8. The Court finds that payment of Administration Expenses in the amount of
7 \$9,147.08 is appropriate for the services performed and costs incurred and to be incurred for the
8 notice and settlement administration process. It is hereby ordered that the Administrator,
9 Simpluris, Inc., shall issue payment to itself in the amount of \$9,147.08, in accordance with the
10 terms and methodology set forth in Settlement Agreement.

11 9. The Court finds that the Class Representative Service Payment sought is fair and
12 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
13 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Michelle Mojica for her
14 Class Representative Service Payment, according to the terms and methodology set forth in the
15 Settlement Agreement.

16 10. The Court finds that the allocation of \$125,000.00 toward penalties under the
17 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
18 appropriate, and hereby approved. The Administrator shall distribute the PAGA Allocation as
19 follows: the amount of \$93,750.00 to the California Labor and Workforce Development Agency,
20 and the amount of \$31,250.00 to Aggrieved Employees on a *pro rata* basis, according to the terms
21 and methodology set forth in the Settlement Agreement.

22 11. The Court finds that the request for attorneys’ fees in the amount of \$375,000.00 to
23 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
25 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
26 \$375,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
27 set forth in the Settlement Agreement.

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1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$14,358.73 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Administrator issue payment in the amount of \$14,358.73 to Class Counsel for reimbursement of
4 litigation costs and expenses, in accordance with the terms and methodology set forth in the
5 Settlement Agreement.

6 13. The Court hereby enters Judgment by which Participating Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and all Aggrieved Employees shall be conclusively determined to have given a
9 release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class
10 Notice.

11 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of
12 \$1,125,000.00 and the employer's share of payroll taxes and contributions with respect to the wage
13 portion of Individual Settlement Shares into an account established by the Administrator within
14 fourteen (14) calendar days after the Effective Date, in accordance with the terms and methodology
15 set forth in the Settlement Agreement.

16 15. It is hereby ordered that the Administrator shall distribute Individual Settlement
17 Payments to the Participating Class Members within fourteen (14) calendar days after Defendant
18 funds the Gross Settlement Amount, according to the methodology and terms set forth in the
19 Settlement Agreement.

20 16. It is hereby ordered that the Administrator shall distribute Individual PAGA
21 Payments to Aggrieved Employees within fourteen (14) calendar days after Defendant funds the
22 Gross Settlement Amount, according to the methodology and terms set forth in the Settlement
23 Agreement.

24 17. Each check issued to a Participating Class Member and/or Aggrieved Employee for
25 his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period
26 of one hundred and eighty (180) calendar days from the date of issuance of the check, and after
27 this time period, the check(s) shall be cancelled. The funds associated with checks issued to
28 Participating Class Members and Aggrieved Employees that have not been cashed or deposited

1 within the 180-day period shall be transmitted to the California Controller's Unclaimed Property
2 Fund in the name of the Participating Class Member or Aggrieved Employee.

3 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and
10 Judgment on Phoenix Administrator's website for a period of at least sixty (60) calendar days after
11 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

12
13 Dated: _____

HONORABLE STUART M. RICE
JUDGE OF THE SUPERIOR COURT