

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
Rachel N. Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff JAZMINE MIXON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JAZMINE MIXON, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CHRISTINA, JENNIFER, & JESSICA
ENTERPRISES, INC., a California corporation;
MANGIONE, INC., a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 22STCV29924

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL**

Date: June 28, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

FILED
Superior Court of California
County of Los Angeles

07/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

Electronically Received 07/02/2024 05:31 PM

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on August 1, 2023, (the "Agreement") and Motion for
3 Class Counsel Attorneys' Fees and Litigation Costs Payment and Class Representative Award duly
4 came on for hearing on June 28, 2024, before the above-entitled Court. The JCL Law Firm, APC,
5 and Zakay Law Group, APLC, appeared on behalf of Plaintiff JAZMINE MIXON ("Plaintiff").
6 O'Hagan Meyer LLP appeared on behalf of Defendants CHRISTINA, JENNIFER, & JESSICA
7 ENTERPRISES, INC. and MANGIONE, INC., ("Defendants").

8 **I.**

9 **FINDINGS**

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

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

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV29924,
16 entitled *Mixon v. Christina, Jennifer, & Jessica Enterprises, Inc., et al.*, and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On January 16, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the Court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class U.S. Mail to the Class Members at their last known addresses on February 8,
26 2024. Mailing of the Notice Packet to the Class Members' last known addresses was the best notice
27 practicable under the circumstances and was reasonably calculated to communicate actual notice of
28 the litigation and the proposed settlement to the members of the Class Members. The Court finds

1 that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
2 3.769.

3 5. The Response Deadline for opting out or objecting was March 25, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$825,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the parties. There is no evidence of any collusion between the parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
27 ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$35,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$26,250.00 to the LWDA and \$8,750.00 to the Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Class Counsel Attorneys' Fees and Litigation Expenses Payment**

10 10. The Agreement provides for a Class Counsel Attorneys' Fees of not more
11 than one-third of the Gross Settlement Amount and Litigation Expenses of up to \$25,000.00. The
12 Gross Settlement Amount is \$825,000.00, one-third of which is \$272,250.00. Litigation Expenses
13 are \$11,790.48.

14 11. Class Counsel Attorneys' Fees of \$272,250.00, and reimbursement of
15 Litigation Expenses of \$11,790.48 are reasonable in light of the contingent nature of Class Counsel's
16 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
17 attorneys' fee award represents one-third (1/3) of the Gross Settlement Amount, which is reasonable
18 and at the low end of the range for fee awards in common fund cases and is supported by Class
19 Counsel's lodestar.

20 **Class Representative Award**

21 12. The Agreement provides for a Class Representative Award of up to
22 \$10,000.00 for Plaintiff Jazmine Mixon, subject to the Court's approval. The Court finds that the
23 amount of \$7,500.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
24 this class action litigation.

25 **Settlement Administrative Fees**

26 13. The Agreement provides for Settlement Administrative Fees to be paid in an
27 amount not to exceed \$11,300.00. The Declaration of the Settlement Administrator provides that
28 the actual claims administration expenses were \$11,300.00. The amount of this payment is

1 reasonable in light of the work performed by the Settlement Administrator.

2 **II.**

3 **ORDERS**

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

5 1. The Class is certified for the purposes of settlement only. The Settlement
6 Class is hereby defined to include:

7 All individuals who worked for Defendant Christina, Jennifer & Jessica, Enterprises,
8 Inc. as hourly and/or non-exempt employees in California at any time between
9 September 14, 2018 to June 19, 2023.

10 2. There are 685 members of the Class. Every person in the Class who did not
11 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
12 to the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
17 exchange the Settlement Class Members shall release Defendants from the “Released Class Claims”
18 and the “Aggrieved Employees” shall release the “Released PAGA Claims.”

19 a. The Released Class Claims are defined as all class claims alleged in
20 the operative complaint based on the facts alleges, which occurred during the Class Period, and
21 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
22 unemployment insurance, disability, social security, workers’ compensation, and class claims
23 outside the Class Period.

24 b. The Released PAGA Claims are defined as all PAGA claims alleged
25 in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the
26 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
27 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
28 and PAGA claims outside the PAGA Period.

1 c. The term “Aggrieved Employees” is hereby defined to include all
2 individuals who worked for Christina, Jennifer & Jessica, Enterprises, Inc. as hourly and/or non-
3 exempt employees in California at any time between April 19, 2022 to June 19, 2023.

4 5. Class Counsel are awarded a Class Counsel Attorneys’ Fees and Litigation
5 Expenses Payment in the amount of Two Hundred Eighty-Four Thousand Forty Dollars and Forty-
6 Eight Cents (\$284,040.48) comprised of attorneys’ fees in the amount of Two Hundred Seventy-
7 Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$272,250.00) and reimbursement of
8 costs and expenses in the amount of Eleven Thousand Seven Hundred Ninety Dollars and Forty-
9 Eight Cents (\$11,790.48). Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendants, Plaintiff, or members of the Class.

11 6. The payment of the Class Representative Award to the Plaintiff in the amount
12 of \$7,500.00 is approved.

13 7. The payment of \$11,300.00 to the Settlement Administrator for the
14 Settlement Administration Fees is approved.

15 8. The PAGA Payment of \$35,000.00 is hereby approved as fair, reasonable,
16 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
17 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
18 fraud or collusion.

19 9. The Net Settlement Amount available for distribution to Participating Class
20 Members is estimated to be \$487,159.52 and is calculated by subtracting the requested attorneys’
21 fees (\$272,250.00), the amount for litigation costs and expenses (\$11,790.48), the Class
22 Representative Service Payment (\$7,500.00), the Settlement Administration Costs (\$11,300.00),
23 and the PAGA Payment (\$35,000.00) from the Gross Settlement Amount (\$825,000.00).

24 10. The Court further finds and determines that Class Counsel satisfied
25 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
26 claims arising under the Private Attorney General Act (“PAGA”) on December 19, 2023.

27
28

1 11. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

4 12. The Agreement is not an admission by Defendants, nor is this Final Approval
5 Order nor the Final Judgment (as that term is defined, below) a finding, of the validity of any claims
6 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final
7 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any
9 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
10 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
11 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
12 and shall not be offered in evidence in any action or proceeding against Defendants in any court,
13 administrative agency or other tribunal for any purpose as an admission whatsoever other than to
14 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any
15 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
16 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,
17 or any other papers and records on file in the Action as evidence of the Settlement to support a
18 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
19 similar defense as to the claims being released by the Settlement.

20 13. Notice of entry of this Final Approval Order shall be given to Class Counsel
21 on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this
22 Final Approval Order to individual Class Members and the Final Approval Order shall be posted on
23 Settlement Administrator's website as indicated in the Notice Packet.

24 14. Concurrently with the Motion, Plaintiff submitted a [Proposed] Judgment,
25 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall
26 be entered by the Court.

27 15. The Final Judgment shall bind each Settlement Class Member.
28

1 16. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
2 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
3 ("PAGA").

4 17. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
6 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 18. If the Settlement does not become final and effective in accordance with the
9 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
10 Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final
11 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
12 be vacated.

13 19. Upon completion of administration of the Settlement, the Settlement
14 Administrator will provide written certification of such completion to the Court and counsel for the
15 Parties which shall be filed with the Court five (5) days before the non-appearance compliance
16 hearing set for June 26, 2025 in Dept. 1.

17 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

18
19 DATED: July 16, 2024

Stuart M. Rice / Judge

Hon. Stuart M. Rice
JUDGE OF THE SUPERIOR COURT