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10 individually and on behalf of others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY LOS ANGELES**
13 **(SPRING STREET COURTHOUSE)**

14 MANUEL A. ANGON, individually and on)
15 behalf of others similarly situated,)
16 Plaintiff,)
17 vs.)
18 BOXES R US, INC.; BARRETT BUSINESS)
19 SERVICES, INC.; and DOES 1 through 50,)
20 Defendants.)
21)
22)

CASE NO.: BC696483
CLASS ACTION
Assigned For All Purposes To:
Judge: Hon. Ann I. Jones
Dept.: 11
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**
Complaint Filed: February 28, 2018

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

FEB 03 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Dejane Wortham, Deputy
Dejane Wortham

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25 **RECEIVED**
26 **JAN 07 2021**
27 **FILING WINDOW**
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1 Plaintiffs Manuel A. Angon and Kenneth Benitez (“Plaintiffs”) and Defendants Boxes R
2 Us, Inc. and Janak Patel (“Defendants”) (collectively the “Parties”) have reached a settlement of
3 class action and claims for civil penalties under the Labor Code Private Attorneys General Act
4 (“PAGA”) upon the terms and conditions set forth in the Stipulation Of Class Action Settlement
5 (“Settlement Agreement” or “Agreement”), a copy of which was submitted on June 29, 2020 as
6 Exhibit 1 to the Declaration of Justian Jusuf in support of preliminary approval of the settlement,
7 as amended by the Parties’ Supplemental Briefing And Amendments To Stipulation Of Class
8 Action Settlement, filed on September 8, 2020.

9 On September 21, 2020, the Court granted preliminary approval of the Settlement.

10 On January 7, 2021, Plaintiffs filed a motion for final approval of the Settlement.

11 After considering all submissions and arguments presented, **IT IS HEREBY ORDERED,**

12 **ADJUGED AND DECREED:**

13 1. The Court hereby GRANTS final approval of the class action Settlement upon the
14 terms and conditions set forth in the Agreement, as amended by the Parties’ Supplemental
15 Briefing And Amendments To Stipulation Of Class Action Settlement, filed on September 8,
16 2020.

17 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

18 **Any and all persons who have been employed by Defendant Boxes R Us, Inc. as**
19 **non-exempt employees in California at any time from February 28, 2014 to**
March 6, 2020, who did not opt out of the Settlement.

20 3. The Class does not include Marcelo Chan Hau, who opted out of the Class.

21 4. All Class Members shall be bound by the releases provided in the Agreement and
22 the Notice of Class Action Settlement. As provided in the Agreement and Notice of Class Action
23 Settlement, the Released Claims include means any and all claims asserted or could have been
24 asserted in the operative complaints in the Civil Actions based on the facts alleged therein arising
25 during the Class Period against Janak Patel, Boxes R Us, Inc., and each of its predecessors in
26 interest, successors in interest, owners, shareholders, directors, officers, managers, employees, and
27 counsel, including claims for alleged failure to pay wages for all hours worked, failure to pay
28 overtime (including double time where applicable) at legally required rates of pay, failure to

1 provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements,
2 failure to timely and fully pay all earned wages at the end of employment, in alleged violations of
3 California Labor Code §§ 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the
4 applicable provisions of the Industrial Welfare Commission's Wage Orders, including Wage
5 Order 1. The Released Claims also include the derivative claims for violation of California
6 Business and Professions Code § 17200, et seq. based on the alleged failure to pay earned wages,
7 and the derivative claims for civil penalties under Labor Code Private Attorneys General Act
8 ("PAGA"), Labor Code § 2698, et seq., based on the foregoing alleged Labor Code violations.

9 5. For this settlement purposes, the Court hereby appoints Plaintiffs Manuel A. Angon
10 and Kenneth Benitez as Class Representatives.

11 6. For this settlement purposes, the Court hereby appoints Justian Jusuf of Law Office
12 of Justian Jusuf APC and Sahag Majarian II of the Law Offices of Sahag Majarian II as Class
13 Counsel.

14 7. The Court hereby approves the terms of the Settlement set forth in the Agreement,
15 as amended, and finds that the settlement is, in all respects, fair, adequate and reasonable. In
16 making this finding, the Court considered the nature of the claims and the risks inherent in such
17 claims, the monetary benefit available to the Class Members, Defendants' potential liability, and
18 the fact that a settlement represents a compromise of the Parties' respective positions rather than
19 the result of a finding of liability, if any, at trial. The Court further finds that the terms of the
20 Agreement have no obvious deficiencies and do not improperly grant preferential treatment to
21 Plaintiffs, or any member of the Class. Therefore, the Court finds that the Settlement was entered
22 into in good faith.

23 8. The Court finds that the Settlement has been reached as a result of intensive,
24 serious and non-collusive, arms-length negotiations. The Court further finds that the Parties have
25 conducted extensive investigation and research and counsel for the Parties are able to reasonably
26 evaluate their respective positions. The Court also finds that settlement at this time will avoid
27 additional substantial costs, as well as avoid the delay and risks that would be presented by the
28 further prosecution of the Action. The Court has noted the significant benefits to the Class

1 Members under the Settlement. Neither the acceptance nor the performance of the terms of the
2 Settlement, including this approval of the Settlement, is or shall be claimed to be, construed as, or
3 deemed a precedent or an admission of the truth of any allegations and claims made in the Action.

4 9. The distribution of the Notice of Class Settlement as set forth in the Agreement has
5 been completed in conformity with the Order granting preliminary approval of the Settlement.
6 The Notice of Class Settlement provided adequate notice of the proceedings and about the case,
7 including the proposed settlement terms as set forth in the Agreement. The Notice of Class
8 Settlement fully satisfied due process requirements. The Notice of Class Settlement was sent via
9 U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified
10 through reasonable effort. As executed, the Notice of Class Settlement was the best notice
11 practicable under the circumstances. All persons within the definition of "Class Members" have
12 been adequately provided with an opportunity to exclude themselves from the Class by requesting
13 to opt-out of the Settlement, and no Class Member submitted any request to opt-out.

14 10. The Court hereby orders the Parties to implement the terms of the Agreement, and
15 directs the Settlement Administrator to implement the terms of the Settlement, including
16 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order.

17 11. The Court hereby approves Phoenix Settlement Administrators having served as
18 the Settlement Administrator and approves its fees and costs in the amount of \$9,000.00 (Nine
19 Thousand Dollars and Zero Cents), to be paid out of the Settlement Fund.

20 12. The Court hereby approves an Enhancement Award in the amount of \$10,000.00
21 (Ten Thousand Dollars and Zero Cents) to each of the Plaintiffs/Class Representatives Manuel A.
22 Angon and Kenneth Benitez (for a total of \$20,000.00), to be paid out of the Settlement Fund.

23 13. The Court hereby approves payment of \$30,000.00 (Thirty Thousand Dollars and
24 Zero Cents) to the California Labor and Workforce Development Agency for civil penalties under
25 the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, to be paid out
26 of the Settlement Fund.

27 14. Class Counsel is ordered to submit a copy of the Judgment to the LWDA within 10
28 days after entry of Judgment, pursuant to Labor Code § 2699(1)(3).

