

1 On February 3, 2021, this Court granted Plaintiffs Manuel A. Angon and Kenneth
2 Benitez's ("Plaintiffs") Motion for Final Approval of Settlement of Class Action. Concurrently
3 herewith, the Court issued and entered an Order Granting Final Approval of Class Action
4 Settlement ("Final Approval Order"). Pursuant to the Final Approval Order, and good cause
5 appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

6 1. Final judgment is hereby entered in this case in accordance with the terms and
7 conditions set forth in the Stipulation Of Class Action Settlement ("Settlement Agreement" or
8 "Agreement"), a copy of which was submitted on June 29, 2020 as Exhibit 1 to the Declaration of
9 Justian Jusuf in support of preliminary approval of the settlement, as amended by the Parties'
10 Supplemental Briefing And Amendments To Stipulation Of Class Action Settlement, filed on
11 September 8, 2020.

12 2. In the Final Approval Order, the Court certifies a Class, defined as follows:

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

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

16 4. All Class Members shall be bound by the releases provided in the Agreement and
17 the Notice of Class Action Settlement. As provided in the Agreement and Notice of Class Action
18 Settlement, the Released Claims include means any and all claims asserted or could have been
19 asserted in the operative complaints in the Civil Actions based on the facts alleged therein arising
20 during the Class Period against Janak Patel, Boxes R Us, Inc., and each of its predecessors in
21 interest, successors in interest, owners, shareholders, directors, officers, managers, employees, and
22 counsel, including claims for alleged failure to pay wages for all hours worked, failure to pay
23 overtime (including double time where applicable) at legally required rates of pay, failure to
24 provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements,
25 failure to timely and fully pay all earned wages at the end of employment, in alleged violations of
26 California Labor Code §§ 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the
27 applicable provisions of the Industrial Welfare Commission's Wage Orders, including Wage
28 Order 1. The Released Claims also include the derivative claims for violation of California

1 Business and Professions Code § 17200, et seq. based on the alleged failure to pay earned wages,
2 and the derivative claims for civil penalties under Labor Code Private Attorneys General Act
3 (“PAGA”), Labor Code § 2698, et seq., based on the foregoing alleged Labor Code violations.

4 5. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains
5 jurisdiction over the Parties to enforce the terms of the Agreement and this Judgment.

6 6. The Parties shall bear their own costs and attorneys’ fees except as otherwise
7 provided by the Settlement and the Court’s Final Approval Order.

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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10 Dated: FEB 03 2021

ANN I. JONES

Hon. Ann I. Jones
Judge of the Superior Court

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