

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Justian Jusuf – State Bar No. 201507  
Email: [jjusuf@jusuf-law.com](mailto:jjusuf@jusuf-law.com)  
**LAW OFFICE OF JUSTIAN JUSUF, APC**  
17011 Beach Blvd., Suite 900  
Huntington Beach, California 92647  
Phone: (714) 274-9815  
Fax: (714) 362-3148

Sahag Majarian II – State Bar No. 146621  
Email: [sahagii@aol.com](mailto:sahagii@aol.com)  
**LAW OFFICES OF SAHAG MAJARIAN II**  
18250 Ventura Blvd.  
Tarzana, California 91356  
Phone: (818) 609-0807  
Fax: (818) 609-0892

Attorneys for Plaintiff ESTEBAN PENA,  
individually and on behalf of others similarly situated

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

ESTEBAN PENA, individually and on behalf  
of others similarly situated,

Plaintiff,

vs.

THE CARVING BOARD, LLC and DOES 1  
through 50,

Defendants.

) CASE NO.: BC723635

) CLASS ACTION

) Assigned For All Purposes To:  
) Judge: Hon. Amy D. Hogue  
) Dept.: 7

) ~~PROPOSED~~ ORDER GRANTING  
) FINAL APPROVAL OF CLASS ACTION  
) SETTLEMENT AND JUDGMENT  
) THEREON

) Complaint Filed: October 4, 2018

**FILED**  
Superior Court of California  
County of Los Angeles

**MAR 30 2021**

Sherri R. Carr, Executive Officer/Clerk  
*Alfredo Morales* deputy  
ALFREDO MORALES

**RECEIVED**  
**FEB 18 2021**  
**FILING WINDOW**

1 Plaintiff Esteban Pena (“Plaintiff”) and Defendant The Carving Board, LLC (“Defendant”)  
2 (collectively the “Parties”) have reached a class action settlement, upon the terms and conditions  
3 set forth in the Stipulation of Class Action Settlement, a copy of which was submitted to the Court  
4 on October 22, 2019 as Exhibit 1 to the Declaration of Justian Jusuf in support of Plaintiff’s  
5 motion for preliminary approval of the settlement, as amended by the Amended Stipulation of  
6 Class Action Settlement (“Agreement” or “Settlement”), a copy of which was submitted to the  
7 Court on June 11, 2020 as Exhibit 1 to Plaintiff’s Supplemental Brief in Support of the Motion for  
8 Preliminary Approval of the Settlement.

9 On August 4, 2020, the Court granted preliminary approval of the Settlement.

10 Plaintiff has 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.

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

16 **Any and all persons who have been employed by The Carving Board, LLC as**  
17 **non-exempt employees in California at any time from October 4, 2014 to July 18,**  
18 **2019 (the Class Period) and did not opt out of the Settlement.**

19 3. The Court hereby appoints Plaintiff Esteban Pena as Class Representative for  
20 settlement purposes.

21 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf APC  
22 and Sahag Majarian II of the Law Offices of Sahag Majarian II as Class Counsel for settlement  
23 purposes.

24 5. The Court hereby approves the terms of the Settlement, and finds that the  
25 settlement is, in all respects, fair, adequate and reasonable. In making this finding, the Court  
26 considered the nature of the claims and the risks inherent in such claims, the monetary benefit  
27 available to the Class Members, Defendant’s potential liability, Defendant’s financial condition,  
28 and the fact that a settlement represents a compromise of the Parties’ respective positions rather  
than the result of a finding of liability at trial. The Court further finds that the terms of the

1 Agreement have no obvious deficiencies and do not improperly grant preferential treatment to  
2 Plaintiffs, or any member of the Class. Therefore, the Court finds that the Settlement was entered  
3 into in good faith.

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

11         7.         The distribution of the Notice of Class Settlement as set forth in the Agreement has  
12 been completed in conformity with the order granting preliminary approval of the Settlement. The  
13 Notice of Class Settlement provided adequate notice of the proceedings and about the case,  
14 including the proposed settlement terms as set forth in the Agreement. The Notice of Class  
15 Settlement fully satisfied due process requirements. The Notice of Class Settlement was sent via  
16 U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified  
17 through reasonable effort. As executed, the Notice of Class Settlement was the best notice  
18 practicable under the circumstances.

19         8.         All Class Members who did not opt out of the Settlement shall be bound by the  
20 releases provided in the Agreement and the Notice of Class Action Settlement. As set forth in the  
21 Agreement and in the Notice, the Released Claims include any and all claims asserted in the  
22 complaint, filed on October 4, 2018, as amended on December 18, 2018, in this Action based on  
23 the facts alleged therein arising during the Class Period, including claims for alleged failure to  
24 provide meal periods and failure to pay premium wage in lieu thereof, failure to provide rest  
25 periods and failure to pay premium wage in lieu thereof, and failure to provide accurate wage  
26 statements, in alleged violations of California Labor Code §§ 226, 226.7, and 512, and the  
27 applicable provisions of the Industrial Welfare Commission's Wage Orders, including Wage  
28 Order 5. The Released Claims also include the derivative claims for violation of California

1 Business and Professions Code § 17200, *et seq.* based on the foregoing alleged Labor Code  
2 violations, and civil penalties under Labor Code Private Attorneys General Act (“PAGA”), Labor  
3 Code § 2698, *et seq.*, based on the foregoing alleged Labor Code violations.

4 9. The Court hereby approves Phoenix Settlement Administrators having served as  
5 the Settlement Administrator and approves its fees and costs in the amount of \$5,500.00 (Five  
6 Thousand Five Hundred Dollars and Zero Cents), to be paid out of the Settlement Fund.

7 10. The Court hereby approves settlement of PAGA claims in the amount of \$5,000.00  
8 (Five Thousand Dollars and Zero Cents), to be paid out of the Settlement Fund. Out of this  
9 amount, \$3,750.00 (Three Thousand Seven Hundred Fifty Dollars and Zero Cents) (75%) shall be  
10 paid to the Labor and Workforce Development Agency, and \$1,250.00 (One Thousand Two  
11 Hundred Fifty Dollars and Zero Cents) (25%) shall be included in the Net Settlement Fund for  
12 allocation to the Class Members.

13 11. The Court hereby approves an Enhancement Award in the amount of \$5,000.00  
14 (Five Thousand Dollars and Zero Cents) to Plaintiff/Class Representative Esteban Pena, to be paid  
15 out of the Settlement Fund.

16 12. The Court hereby approves an award of reasonable attorneys’ fees to Class Counsel  
17 in the amount of \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) and reimbursement of  
18 costs and expenses they incurred in this Action in the amount of \$5,000.00 (Five Thousand  
19 Dollars and Zero Cents), to be paid out of the Settlement Fund. Defendant does not oppose these  
20 amounts. The Court finds that these amounts are fair and reasonable under the circumstances both  
21 under the common fund approach and the lodestar approach.

22 13. The Court hereby orders the Parties to implement the terms of the Agreement, and  
23 directs the Settlement Administrator to implement the terms of the Settlement, including  
24 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order and  
25 Judgment.

26 14. Any settlement checks that remain uncashed after the expiration of the check  
27 cashing period shall be transmitted to the California State Controller’s Office, to be placed in its  
28 Unclaimed Property funds.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*By Nov. 12, 2021*

15. ~~Within 14 (Fourteen) calendar days after the expiration of the check-cashing period,~~  
the Settlement Administrator shall provide <sup>*the court,*</sup> Class Counsel and Counsel for Defendant a declaration regarding funding and disbursements.

16. A ~~Status Conference/Final Accounting Hearing~~ <sup>*Non-appearance re*</sup> is set for November 23, 2021 at 11:00 a.m. [~~or another date and time convenient for the Court~~ \_\_\_\_\_] in Department 7.

17. Class Counsel shall file the declaration of the Settlement Administrator regarding funding and disbursement no later than ~~21 (Twenty One) calendar days before the hearing.~~ <sup>*Nov. 12, 2021*</sup>

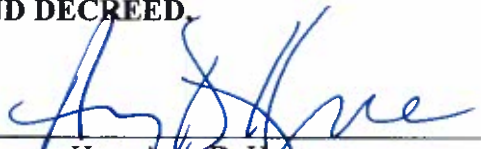
18. A copy of this final approval order and judgement shall be posted on the Settlement Administrator's website.

19. This Judgment is intended to be a final disposition of this action in its entirety, and is intended to be immediately appealable.

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

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

Dated: *3/30/21*

  
\_\_\_\_\_  
Hon. Amy D. Hogue  
Judge of the Superior Court