

**GREGORY P. WONG (SBN: 204502)**  
**HEATHER K. COX (SBN: 278898)**  
**BARKHORDARIAN LAW FIRM, PLC**  
6047 Bristol Parkway, Second Floor  
Culver City, CA 90230  
Telephone: (323) 450-2777  
Facsimile: (310) 215-3416  
Email: [Heather@barklawfirm.com](mailto:Heather@barklawfirm.com)

**Attorneys for Plaintiffs**  
**Joel Zelaya and Demetrio Montes**

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

**02/07/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

JOEL ZELAYA, an Individual;  
DEMETRIO MONTES, an Individual;

Plaintiffs,

vs.

COMMERCIAL LUMBER & PALLET  
CO., INC., a California Corporation;  
RAYMOND GUTIERREZ, an Individual;  
and DOES 1 through 100, inclusive,

Defendants.

**CASE NO.: 22PSCV00340**

*Related Case: 22STCV03643*

*Reassigned for all purposes to Hon. Stuart M. Rice,  
Dept. 1*

**~~THIRD [PROPOSED]~~ ORDER AND  
JUDGMENT GRANTING PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
SETTLEMENT OF PAGA CLAIM,  
ATTORNEYS' FEES, COSTS, CLASS  
REPRESENTATIVE SERVICE AWARD, AND  
ENTERING OF FINAL JUDGMENT**

DATE: February 2, 2024

TIME: 10.30 a.m.

DEPT: 1 (Spring Street)

Electronically Received 02/06/2024 05:32 PM

1 This matter came on for hearing on February 2, 2024, at 10:30 a.m., in Department 1 of the  
2 above-captioned Court for a Motion for Final Approval of Class Action Settlement and Settlement  
3 of PAGA Claim, Attorneys' Fees, Costs, Class Representative Service Award, and Entering of  
4 Final Judgment. Having received and considered the Settlement Agreement, the supporting papers  
5 filed by the Parties, and the evidence and argument received by the Court in conjunction with the  
6 Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiff's Unopposed  
7 Motion for Final Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys'  
8 Fees, Costs, Class Representative Service Award, and Entering of Final Judgment, the Court  
9 hereby GRANTS final approval of the Settlement and **THEREFORE, IT IS HEREBY**  
10 **ORDERED:**

11 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all  
12 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the  
13 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right  
14 to request exclusion from the Class and the Settlement, of their right to comment upon or object  
15 to the Settlement and to appear in person or by counsel at the final approval hearing and of the  
16 date set for the Final Approval hearing. Adequate periods of time were provided by each of these  
17 procedures.

18 2. In response to the Notice, no member of the Class has requested exclusion from the  
19 settlement, filed written objections to the Settlement, or stated an intention to appear at the final  
20 approval hearing.

21 3. The Court finds and determines that this notice procedure afforded adequate  
22 protections to Class Members and provides the basis for the Court to make an informed decision  
23 regarding approval of the Settlement based on the Class Members' response. The Court finds and  
24 determines that the Notice provided in the Action was the best notice practicable, which satisfied  
25 the requirements of law and due process.

26 4. The Court further finds and determines that the terms of the Settlement are fair,  
27 reasonable, and adequate to the Class and to each Class Member and that the Settlement is ordered  
28 finally approved, and that all terms and provisions of the Settlement Agreement should be and

1 hereby are ordered to be consummated.

2 5. The Gross Settlement Amount of the Settlement is Seven Hundred Fifty-Six  
3 Thousand Four Hundred Sixty-Five Dollars (\$756,465.00).

4 6. The following items (the “Settlement Deductions”) are approved and ordered to be  
5 deducted from the Gross Settlement Amount and paid by the Claims Administrator:

- 6 • Attorneys’ fees to Class Counsel in the total amount of Two Hundred Fifty-Two  
7 Thousand One Hundred and Fifty-Five Dollars (\$252,155.00);
- 8 • Litigation costs to Class Counsel in the total amount of Thirty-Six Thousand One  
9 Hundred Fourteen Dollars and Fifty-Six Cents (\$36,114.56);
- 10 • Class Representative Award/General Release Payment in the amount of Seven  
11 Thousand Five Hundred Dollars (\$7,500.00) to each of the Class Representatives  
12 (Pedro Negrete, Joel Zelaya, and Demetrio Montes) for a total amount of Twenty-  
13 Two Thousand Five Hundred Dollars (\$22,500.00);
- 14 • Civil penalties pursuant to the PAGA in the amount of Fifty Thousand Dollars  
15 (\$50,000.00) of which Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00)  
16 shall be paid to the California Labor Workforce Development Agency and Twelve  
17 Thousand Five Hundred Dollars (\$12,500.00) shall be paid to the PAGA Group  
18 Members;
- 19 • Claims Administration Fees in the amount of Ten Thousand Five Hundred Dollars  
20 (\$10,500.00)

21 7. The Net Settlement Amount remaining after payment of the Settlement Deductions  
22 from the Gross Settlement Amount shall be Three Hundred Eighty-Five Thousand One Hundred  
23 Ninety-Five Dollars and Forty-Four Cents (\$385,195.44).

24 8. In summary, the Gross Settlement Amount (\$756,465.00) minus the Settlement  
25 Deductions (\$371,269.56) results in a Net Settlement Amount of (\$385,195.44) paid to the Class  
26 Members.

27 9. The Court has certified a Class, as that term is defined in and by the terms of the  
28 Settlement Agreement, and the Court deems this definition sufficient for purposes of California

1 Rule of Court, Rule 3.765(a).

2 10. The Court hereby approves the terms set forth in the Settlement Agreement and  
3 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties  
4 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached  
5 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral  
6 mediator. The Court further finds that the Parties conducted extensive investigation, research, and  
7 discovery and that their attorneys were able to reasonably evaluate their respective positions. The  
8 Court also finds that Settlement will enable the Parties to avoid additional and potentially  
9 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
10 case. The Court has reviewed the monetary recovery provided as part of the Settlement and  
11 recognizes the significant value accorded to the Class.

12 11. The Court hereby confirms Gregory P. Wong and Heather K. Cox of the  
13 Barkhordarian Law Firm PLC, and Justin F. Marquez, Esq., Christina M. Le, Esq. and Zachary D.  
14 Greenberg, Esq of Wilshire Law Firm as Class Counsel in this action.

15 12. The Court hereby confirms the Plaintiff Joel Zelaya, Plaintiff Demetrio Montes and  
16 Plaintiff Pedro Negrete as the Class Representative in this action.

17 13. The Court finds and determines that the Individual Settlement Payments provided  
18 for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court hereby  
19 gives final approval to and orders the payment of those amounts be made to the participating  
20 members of the Class in accordance with the terms of the Settlement.

21 14. The Court finds and determines that payment to the California Labor and  
22 Workforce Development Agency of \$37,500.00 as its share of the \$50,000.00 settlement of civil  
23 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to  
24 and orders that the payment of that amount be paid in accordance with the Settlement.

25 15. The Court finds and determines the Class Representative Award/General Release  
26 Payment in the sum of \$7,5000.00 to each Plaintiff Joel Zelaya, Plaintiff Demetrio Montes and  
27 Plaintiff Pedro Negrete is fair and reasonable (total of \$22,500.00). The Court hereby orders the  
28 Administrator to make this payment to the named Plaintiffs/Class Representatives in accordance

1 with the terms of the Settlement Agreement.

2 16. The Court finds and determines that the payment to be paid to the Settlement  
3 Administrator, CPT Group, Inc. in the sum of \$10,500.00 for its fee and expenses incurred is fair  
4 and reasonable. The Court hereby orders the Administrator to make this payment to itself in  
5 accordance with the terms of the Settlement Agreement.

6 17. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument  
7 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
8 \$252,155.00 and litigation costs of \$36,114.56. The Court finds such amounts to be fair and  
9 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
10 accordance with the terms of the Settlement Agreement.

11 18. Neither Defendants nor any related persons or entities shall have any further  
12 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
13 except as provided for by the Settlement Agreement.

14 19. The Court finds and determines that the releases contained in the Settlement  
15 Agreement are appropriate and shall bind all Class Members who did not timely opt out of the  
16 Settlement.

17 20. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
18 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that  
19 Defendants make payments to Participating Class Members in accordance with the Settlement  
20 Agreement.

21 21. The Court finds and determines that nothing in the Settlement Agreement, this  
22 Order, or the Judgment (1) is intended or will be construed as an admission of liability or  
23 wrongdoing by Defendants or (2) may be offered or admitted in evidence against Defendants (other  
24 than solely in connection with this Settlement).

25 22. The Court hereby enters final judgment in this case in accordance with the terms of  
26 the Settlement Agreement, Preliminary Approval Order, and this Order and Judgment.

27 23. The Parties shall bear their own costs and attorneys' fees except as otherwise  
28 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

24. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

25. A non-appearance case review is set for November 1, 2024 with a supplemental report/declaration(s) due five court days in advance of the hearing date.

## JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769 and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

**IT IS SO ORDERED.**

DATED: February 7, 2024



A. M. Rice

Stuart M. Rice / Judge

The Honorable Stuart M. Rice  
Judge of the Superior Court