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

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

Plaintiff,

v.

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

Defendants.

Case No.: 22PSCV00340
[Related to Case No. 22STCV03643]

*[Assigned for all purposes to Judge Stuart M.
Rice, Dept. 1]*

**DECLARATION OF PEDRO NEGRETE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: August 18, 2023
TIME: 10.30 a.m.
DEPT: 1 (Spring Street)

Complaint Filed: April 6, 2022
Trial Date: *Not yet set*

DECLARATION OF PEDRO NEGRETE

I, Pedro Negrete, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Commercial Lumber & Pallet Co., Inc. (“Commercial Lumber”). I worked at Commercial Lumber from approximately December 1999 to approximately September 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Commercial Lumber’s policies and practices that have been alleged as unlawful in the Class Action Complaint (“Complaint”) and Private Attorneys General Act (“PAGA”) Notice sent to Commercial Lumber and the Labor & Workforce Development Agency (“LWDA”).

4. I have actively participated in the litigation of this action. Prior to the commencing of this case, I provided Wilshire Law Firm and my attorneys a detailed account of the facts related to my employment with Commercial Lumber, including, but not limited to, my belief that Commercial Lumber had a policy and practice of not providing its employees with California compliant meal and rest periods and requiring its employees to work “off-the-clock” prior to clocking in for the workday, during meal periods, and after clocking out for the workday. Additionally, I provided my counsel with additional information in support of the claims brought against Commercial Lumber. This information, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the policies and practices at Commercial Lumber. I also regularly communicated with my attorneys and staff members of Wilshire Law firm via telephone.

5. My attorneys explained to me the risks and benefits of bringing forward a class action matter. I understood the risks, both professionally and financially, associated with pursuing a class action case and acting as the Class Representative. I further understood that pursuing the case as a class action, rather than individually, meant that it would take substantially longer as a result of the multi-step approval process as mandated by the California Courts. Although I was made aware that there was a possibility that I could receive nothing at the end, I believed that it was important to ensure that Commercial Lumber followed the law with respect to all of its hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility to act in the best interests of the Class and not just myself. In that respect, I understood my duties and responsibilities to the proposed Class and carried out and will continue to carry out those duties as necessary.

6. Throughout the course of the litigation, I maintained constant communication with my attorneys and discussed pertinent matters relevant to the lawsuit. I asked questions when I wanted to know what was being done to advance the interests of the Class or simply wanted an update regarding the case. I understood that any recovery would not only benefit me but would benefit my fellow coworkers as well. At all times, I made myself available to answer any questions that my attorneys had about my employment.

7. This was especially true leading up to and during the mediation that took place on February 7, 2023. In preparation for the mediation, I had extensive conversations with my attorneys regarding the nuanced issues that we were going to advance during the negotiation process with the mediator. During the mediation session, I was available to speak with my attorneys, answer any questions that arose, and provide any additional documentation that was necessary to assist the settlement discussions.

8. On or around August 11, 2023, I reviewed the original Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement") in full and discussed all the terms with my attorneys. My attorneys answered all the questions I had regarding the Settlement Agreement.

9. On or around August 24, 2023, I reviewed the revised Class Action and PAGA

1 Settlement Agreement and Class Notice (“Revised Settlement” or “Revised Settlement
2 Agreement”), which was revised in accordance with the Court’s instruction, in full and once again
3 had the opportunity to discuss with my attorneys. My attorneys answered all the questions I had
4 regarding the Revised Settlement Agreement.

5 10. I believe the settlement terms and allocations are fair, adequate, and reasonable
6 given the strength of the class claims and Commercial Lumber’s defenses. Shortly thereafter, I
7 signed the Settlement Agreement.

8 11. I do not have any interest, financial or otherwise, in or with the third-party
9 administrator CPT Group Inc.

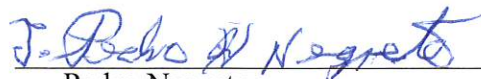
10 12. I have been advised by my attorneys that the counsel working on the matter filed by
11 Plaintiff Joel Zelaya and Plaintiff Demetrio Montes have agreed to share any award of attorney
12 fees in the related actions as follows: (1) 60% of the total attorneys’ fees awarded will be allocated
13 to The Barkhordarian Law Firm, counsel for Plaintiff Joel Zelaya and Plaintiff Demetrio Montes;
14 and (2) 40% of the total attorneys’ fees awarded will be allocated to Wilshire Law Firm PLC,
15 counsel for Plaintiff Pedro Negrete. I agree to the proposed division of attorneys’ fees with regards
16 to the proposed settlement of this Action.

17 13. I estimate that I spent approximately 40 hours searching for documents related to
18 my employment, speaking with my attorneys throughout the litigation, helping my attorneys
19 prepare for mediation, discussing the particulars and reasonableness of the settlement, and
20 reviewing/signing documents related to the settlement.

21 14. As a term of the proposed Class Settlement, I have agreed to provide Defendants
22 with a general release of claims arising out of my employment.

23 I declare under penalty of perjury, under the laws of the State of California and the United
24 States of America, that the foregoing is true and correct.

25 Executed on 8.24.23 at LA PUENTE, California.

26 
27 Pedro Negrete