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**Joel Zelaya and Demetrio Montes**

**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*

**[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)

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 Court has certified a Class, as that term is defined in and by the terms of the  
3 Settlement Agreement, and the Court deems this definition sufficient for purposes of California  
4 Rule of Court, Rule 3.765(a).

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

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

18 8. The Court hereby confirms the Plaintiff Joel Zelaya, Plaintiff Demetrio Montes and  
19 Plaintiff Pedro Negrete as the Class Representative in this action.

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

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

28 11. The Court finds and determines the Class Representative Award/General Release

1 Payment in the sum of \$7,500.00 to each Plaintiff Joel Zelaya, Plaintiff Demetrio Montes and  
2 Plaintiff Pedro Negrete is fair and reasonable (total of \$22,500.00 *unless the Court find the initial*  
3 *request of \$10,000.00 each is fair and reasonable*). The Court hereby orders the Administrator to  
4 make this payment to the named Plaintiffs/Class Representatives in accordance with the terms of  
5 the Settlement Agreement.

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

10 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument  
11 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
12 \$252,155.00 (*unless the Court finds the initial request of 35% or \$264,762.75 is fair and*  
13 *reasonable*) and litigation costs of \$40,000.00. The Court finds such amounts to be fair and  
14 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
15 accordance with the terms of the Settlement Agreement.

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

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

22 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
23 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that  
24 Defendants make payments to Participating Class Members in accordance with the Settlement  
25 Agreement.

26 17. The Court finds and determines that nothing in the Settlement Agreement, this  
27 Order, or the Judgment (1) is intended or will be construed as an admission of liability or  
28 wrongdoing by Defendants or (2) may be offered or admitted in evidence against Defendants (other

1 than solely in connection with this Settlement).

2 18. The Court hereby enters final judgment in this case in accordance with the terms of  
3 the Settlement Agreement, Preliminary Approval Order, and this Order and Judgment.

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

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

9 **JUDGMENT**

10 This document shall constitute a judgment for purposes of California Rules of Court, Rule  
11 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered  
12 within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules  
13 3.769 and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative  
14 and all Class Members shall take nothing from Defendants except as expressly set forth in the  
15 Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of  
16 the Class Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain  
17 jurisdiction over the parties to enforce the terms of the judgment.

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19  
20 **IT IS SO ORDERED.**

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23 DATED:

24 \_\_\_\_\_  
25 The Honorable Stuart M. Rice  
26 Judge of the Superior Court  
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