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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

RICARDO PEREZ RUELAS, Individually,
and On Behalf of All Others Similarly
Situating,

Plaintiffs,

v.

GOLDEN STATE LUMBAR, INC., a
California Corporation; and DOES 1 through
100, Inclusive,

Defendants.

AHMAD MOHAMMAD ODEH ALJABER,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

GOLDEN STATE LUMBER, INC.; and
DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
4/16/2024 8:19 AM
Robert Oliver, Clerk of the Court
By: Griselda Zavala, Deputy Clerk

Case No. SCV-270593
(Consolidated with SCV-270644)

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES, COSTS AND ENHANCEMENT
AWARDS; JUDGMENT**

The Hon. Bradford DeMeo , Dept. 17

Action Filed: April 13, 2022
Trial Date: Not Set

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1 The Court, having considered the unopposed Motion for Final Approval of Class Action
2 Settlement and Attorneys' Fees, Costs, and Enhancement Awards ("Motion") filed by Ricardo
3 Perez Ruelas and Ahmad Mohammad Aljaber ("Plaintiffs"), and the points and authorities,
4 declarations and any arguments of Plaintiffs, as well as any oral argument at the hearing for
5 Plaintiffs or Defendant Golden State Lumber, Inc. ("Defendant"), and counsel, and for good cause
6 appearing, now hereby grants Plaintiffs' Motion and enters the following orders:

7 1. This Order hereby incorporates by reference the definitions of the Settlement
8 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning
9 as set forth in the Settlement Agreement.

10 2. The Court conditionally certifies and approves, for settlement purposes only, the
11 following Class: all current and former California non-exempt employees who were employed by
12 Defendant at any time from October 17, 2017, through March 27, 2023 ("Settlement Class").

13 3. The Court grants final approval of the terms of the Settlement Agreement because
14 it meets the criteria for final settlement approval. The settlement described in the Settlement
15 Agreement falls within the range of possible approval and is fair, adequate, and reasonable. It
16 results from an arm's length and informed negotiation by counsel for the Parties. It treats all
17 members of the Class fairly.

18 4. Notice by First Class U.S. Mail of the Notice of Class and PAGA Action
19 Settlement, transmitted to Class Members constituted the best practicable notice to all Class
20 Members in the settlement, as set forth in the Settlement Agreement, under the circumstances and
21 fully complied with due process requirements under the law of the State of California and other
22 applicable laws. Based on the evidence submitted in conjunction with the Motion, the Court
23 determines that this direct mailing Notice to the Class was adequate, with a 100% success rate of
24 mailing. The Notice informed members of the Class of the terms of the settlement, their right to a
25 share of the settlement proceedings, their right to request exclusion from the class portion of the
26 settlement, and their right to object to class settlement terms as well as their right to appear in
27 person or by counsel at the Final Approval hearing and to be heard, and to challenge their
28 estimated workweeks upon which settlement payments will be calculated and paid. Adequate and

1 sufficient periods of time were provided for each of these procedures.

2 5. A full opportunity was afforded to Class Members to participate in the Final
3 Approval hearing. No member of the Class requested exclusion from, nor objected to, the
4 Settlement Agreement or any settlement terms and therefore every Class Member is a
5 Participating Class Member under the Settlement. Therefore, each Class Member is a member of
6 the Settlement Classes. Likewise, the evidence submitted in support of final approval supports a
7 finding that the Labor and Workforce Development Agency (“LWDA”) was provided a copy of
8 the Settlement Agreement by Class Counsel prior to the filing of Plaintiffs’ Motion for
9 Preliminary Approval and has not intervened or otherwise asserted an objection thereto.

10 6. The Court finds, for settlement purposes only, that the Settlement Class satisfies the
11 applicable standards for certification under California Code of Civil Procedure section 382, and
12 incorporates by reference herein all reasons set forth in the Court’s Preliminary Approval Order
13 for granting final approval to certify the Settlement Class, as defined above.

14 7. The Court approves the settlement, and each of the releases (Released Class
15 Claims, Released PAGA Claims) and Plaintiffs’ general release with a Civil Code section 1542
16 waiver, and other terms set forth in the Settlement Agreement as fair, reasonable, and adequate as
17 to all Class Members, PAGA Members, the Plaintiffs, and Defendants. Plaintiffs, Class Counsel,
18 Defendant and Defendant’s Counsel, and the Settlement Administrator are directed to perform all
19 required actions in accordance with the terms set forth in the Settlement Agreement.

20 8. In accordance with the parameters of the Settlement Agreement, all of the claims
21 asserted in this Action are dismissed with prejudice, although the Action itself is not dismissed for
22 purposes of the Court’s retention of jurisdiction and supervision and enforcement of the
23 settlement. By this Judgment, as of the Effective Date of the Settlement, the Released Parties, as
24 defined in the Settlement Agreement, are released from the Released Class Claims, Released
25 PAGA Claims, and Class Representatives’ Released Claims as defined in the Settlement
26 Agreement.

27 9. The Court reserves and retains exclusive and continuing jurisdiction over the above
28 captioned matter, Plaintiffs, Class Members, PAGA Members and Defendant for the purpose of

1 supervising the implementation, effectuation, enforcement, construction, administration, and
2 interpretation of the Settlement Agreement and this Judgment only.

3 10. The Court determines that the plan of allocation for payment of the Gross
4 Settlement Amount payment as set forth in the Settlement Agreement is fair and reasonable and
5 that distribution of the Net Settlement Amount to Participating Class Members, and the PAGA
6 Payment to the LWDA and the PAGA Members, shall be done in accordance with the terms
7 outlined in the Class Notice and Settlement Agreement.

8 11. Plaintiff Ricardo Perez Ruelas and Plaintiff Ahmad Mohammad Odeh Aljaber are
9 hereby granted final appointment as Class Representatives for purposes of settlement.

10 12. Raymond P. Boucher, Shehnaz M. Bhujwala, and Alexander Gamez of Boucher,
11 LLP, Sahag Majarian II and Garen Majarian of Majarian Law Group, APC and Samuel Wong,
12 Jessica L. Campbell, and Carolyn M. Bell of Aegis Law Firm, PC, are appointed as Class Counsel
13 for the Class for purposes of settlement.

14 13. The Settlement Administrator, Phoenix Settlement Administrators, shall pay from
15 the Gross Settlement Amount all court-approved payments: (i) the Settlement Administration
16 Costs; (ii) the PAGA Payment to the California Labor Workforce Development Agency
17 (“LWDA”) and the PAGA Members; (iii) the Enhancement Award to the Class Representative to
18 compensate them for their valuable services to the Settlement Class, risks undertaken in bringing
19 the lawsuit, and general release; (iv) the Class Counsel fees and costs; and (v) any payments for
20 redistribution to Controller of the State of California pursuant to the Unclaimed Property Law,
21 California Civil Code § 1500 *et seq.*, for the benefit of those Class Members and PAGA Members
22 who did not cash their checks until such time that they claim their property.

23 14. The Court hereby approves the payment of Settlement Administration Costs in the
24 amount of \$12,500 to Phoenix Settlement Administrators for notice and settlement administration
25 services rendered in this matter.

26 15. The Court hereby approves the PAGA Payment of \$40,000 from the Gross
27 Settlement Amount, with \$30,000 (75% of the total \$to the LWDA, and \$10,000 to be distributed
28 to the PAGA Members.

1 16. The Court also approves a \$10,000 Class Representative Enhancement Award to
2 both Plaintiff and Class Representatives Ricardo Perez Ruelas and Ahmad Mohammad, payable
3 from the Gross Settlement Amount, in recognition of their sustained service to the Class in
4 initiating and maintaining this litigation and the risks undertaken for the benefit of the Class.

5 17. The Court hereby awards to Class Counsel (Boucher LLP, Majarian Law Group,
6 APC, and Aegis Law Firm, PC) the amount of \$356,643.76 for attorneys' fees. Based upon
7 Plaintiffs' Fees Motion, the Court determines that the requested 1/3 (33.33%) of the common fund
8 for legal fees are supported by the lodestar cross-check conducted by the Court and based upon the
9 summaries regarding the work performed and that was submitted by Class Counsel in their
10 supporting declarations. The \$356,643.76 Fee Award shall be distributed as between the court-
11 appointed Class Counsel pursuant to their 50, 25, 25 fee agreement, as follows: \$178,321.88 to
12 Aegis Law Firm, PC, \$89,160.94 to Boucher LLP, and \$89,160.94 to Majarian Law Group, APC.

13 18. The Court hereby awards to Class Counsel the combined amount of \$23,658.75 for
14 reimbursement of reasonable, advanced litigation costs incurred by them in this Action.

15 19. The Court finds that the payments to the Settlement Administrator, LWDA, PAGA
16 Members, the Class Representatives, and Class Counsel, as awarded, are fair and reasonable. The
17 Settlement Administrator is directed to make the foregoing payments in accordance with the terms
18 of the Settlement Agreement.

19 20. Defendant is directed to continue to deposit payment with the Settlement
20 Administrator to fully fund the Gross Settlement Amount in the amount specified in the
21 Settlement Agreement.

22 21. No Class Member has requested exclusion from the Settlement. Accordingly, after
23 the Gross Settlement Amount is fully funded, and the Settlement Administrator makes payments
24 therefrom for the Court's awards of attorneys' fees, litigation costs, Settlement Administration
25 Costs, and the Class Representatives' Enhancement Awards, as well as the PAGA Payment, the
26 Net Settlement Amount, consisting of funds to be used to pay all Class Members, is \$617,128.77.

27 22. Plaintiffs shall provide the Court with a Final Accounting report (i.e., a Declaration
28 Regarding Distribution), detailing the payments made and the amount of any unclaimed funds

Dec. 6, 2024

following the conclusion of the 180-day check-cashing deadline, and by no later than _____,
2024. The report must be supported by a declaration from the Settlement Administrator. A Non-
Appearance Case Review Regarding Distribution is scheduled for _____, ~~2024~~, at _____ AM /
PM, in Department 17 of the Sonoma County Superior Court, Hall of Justice, 600 Administration
Drive, Santa Rosa, CA 95403.

March 6 2025 3:00 p.m.

IT IS SO ORDERED.

DATED: 4/16/2024, ~~2024~~

HON. BRADFORD DEMEO