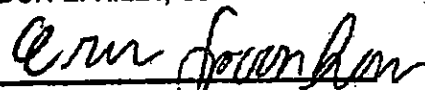


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Filed SEP 27 2022
BRANDON E. RILEY, CLERK

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and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

LUIS PRADO and ROBERT VARELA,
on behalf of themselves and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

J.S. HOMEN TRUCKING, INC., a
California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2022-1797

*Assigned to the Honorable Robert T. Waters, Dept.
11B*

CLASS ACTION

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

DATE: September 27, 2022

TIME: 9:00 a.m.

DEPT.: 11B

Action Filed: March 9, 2022

SEP 16 2022

1 Plaintiffs' Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on September 27, 2022. The above-captioned Action is a class action lawsuit
3 brought by Plaintiffs Luis Prado ("Prado") and Robert Varela ("Varela") (together, "Plaintiffs")
4 against Defendant J.S. Homen Trucking, Inc. ("Defendant") (all together, the "Parties"). Plaintiffs
5 allege, on behalf of a class of certain of Defendant's current and former employees, that Defendant
6 failed to pay all wages; failed to provide compliant meal or rest periods or compensation in lieu
7 thereof; failed to reimburse business expenses; failed to comply with itemized wage statement
8 provisions; and failed to timely pay wages due at separation. Defendant denies any and all alleged
9 wrongdoing and denies any liability to Plaintiff or to members of the Class. Defendant contends
10 that that it has complied at all times with California law, including the California Labor Code, the
11 Industrial Commission Wage Orders, and the California Business and Professions Code.

12 On May 24, 2022, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: all non-exempt
14 truck drivers who worked for J.S. Homen Trucking, Inc. in California at any time during the Class
15 Period (April 30, 2017 through April 15, 2022).

16 That Preliminary Approval Order further directed the Parties to provide Notice to the Class,
17 which informed absent class members of: (a) the proposed Settlement, and the Settlement's key
18 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
19 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
20 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
21 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
22 Class Members to participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,
24 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
25 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

26 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
27 to the Action, including all members of the Settlement Class.
28

1 2. The Court finds that the Settlement Class is properly certified for settlement
2 purposes only.

3 3. The Notice provided to the Settlement Class conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
6 applicable law, and constitutes the best notice practicable under the circumstances, by providing
7 individual notice to all Class Members who could be identified through reasonable effort, and by
8 providing due and adequate notice of the proceedings and of the matters set forth therein to the
9 Class Members. The notice fully satisfied the requirements of due process.

10 4. The Court finds the settlement was entered into in good faith, that the settlement is
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769. The Court approves the Maximum Settlement Amount of Two Hundred Fifty Thousand
15 Dollars (\$250,000).

16 5. Zero (0) Class Members have objected to the terms of the Settlement.

17 6. Two (2) Class Members have requested exclusion from the Settlement.

18 7. Upon entry of this Order, compensation to the Class Members shall be affected
19 pursuant to the terms of the Settlement.

20 8. In addition to any recovery that Plaintiffs may receive from the Net Settlement
21 Proceeds, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court
22 hereby approves the payment of Enhancement Payments to Luis Prado and Robert Varela in the
23 amount of Ten Thousand Dollars (\$10,000) each. This shall be paid from the Maximum Settlement
24 Amount.

25 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
26 Eighty-Seven Thousand Five Hundred Dollars (\$87,500), and the reimbursement of litigation
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1 expenses in the sum of Six Thousand Fifty-Two Dollars and Sixteen Cents (\$6,052.16). This shall
2 be paid from the Maximum Settlement Amount.

3 10. The Court approves and orders payment in the amount of Three Thousand Dollars
4 (\$3,000) to ILYM Group, Inc. for performance of its settlement administration services. This shall
5 be paid from the Maximum Settlement Amount.

6 11. The Court approves the PAGA Payment and its apportionment among the Class
7 Members, and orders payment in the amount of Fifteen Thousand Dollars (\$15,000) to the
8 California Labor and Workforce Development Agency for its 75% share of PAGA penalties. This
9 shall be paid from the Maximum Settlement Amount.

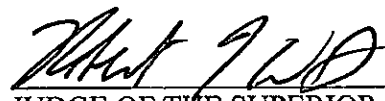
10 12. Upon the entry of this Order and Judgment, Plaintiff and all Class Members shall be
11 bound by the releases of claims as set forth in the Settlement.

12 13. This "Judgment" is intended to be a final disposition of the above captioned action
13 in its entirety, and is intended to be immediately appealable.

14 14. This Court shall retain jurisdiction with respect to all matters related to the
15 administration and consummation of the Settlement, and any and all claims asserted in, arising out
16 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
17 the settlement and the determination of all controversies relating thereto.

18 **IT IS SO ORDERED.**

19
20 Dated: September 27, 2022

21 
22 JUDGE OF THE SUPERIOR COURT
23 ROBERT T. WATERS
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