EVAN S. GAINES, Esq. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Bernardo Duran
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO: ECU004017 *Assigned to the Hon. L. Brooks Anderholt, Dept. 9* **DECLARATION OF EVAN S. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND UNOPPOSED APPLICATION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS, CLAIMS ADMINISTRATION FEES, AND CLASS REPRESENTATIVE'S ENHANCEMENT PAYMENT** **DATE: November 3, 2025** **TIME: 8:30 a.m.** **DEPT.: 9** ***Complaint Filed: March 25, 2025***

I, EVAN S. GAINES, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a shareholder of Gaines Law Corporation, counsel for Plaintiff Bernardo Duran ("Plaintiff") and Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, could and would do so competently.

<u>Class Counsel's Experience and Recommendation:</u>

2. I obtained my BA degree from the University California at Santa Barbara in 2005. I majored in Film Studies.

3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I earned my JD and became a member of the California Bar in 2012.

4. After becoming a member of the Bar, I practiced law with my father (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in employment matters such as this one, with an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved class counsel, in dozens of class and representative action matters since my admission to the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

6. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that the recovery for each settlement Class Member is

on very fair, reasonable, and adequate terms. I am familiar with class action settlements involving employment wage and hour claims similar to those at issue in this lawsuit, including claims for the alleged failure to pay all wages due upon separation of employment and issue accurate itemized wage statements and related claims. Based on my extensive experience, and factoring in the unique nuances of this case, I am of the opinion that the settlement reached here is on very fair and favorable terms.

7. Based on my experience, I believe that I have a strong understanding of the trends in the value of settlements in these types of cases. My opinion takes into consideration the amounts received in other similar employment class actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each settlement Class Member's claim to the amounts received. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the settlement Class.

Background and Procedural History

8. On March 25, 2025, Plaintiff filed his Complaint alleging putative class claims for Labor Code section 203 waiting time penalties, Labor Code section 226 wage statement violations, and unfair competition pursuant to Business and Professions Code section 17200.

9. This Complaint followed a December 14, 2023 letter to the Labor and Workforce Development Agency ("LWDA") to exhaust Plaintiff's remedies pursuant to the PAGA alleging that Defendant violated Labor Code sections 201-203 due to the purported failure to pay all wages due upon separation, and Labor Code section 226 for failure to provide accurate itemized wage statements. The Parties thereafter tolled the applicable statute of limitations pending settlement discussions.

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Class Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

10. Since the inception of the Action, the Parties have engaged in informal discovery. Among other things, Defendant provided Plaintiff with copies of policies applicable to Class Members and Plaintiff's claims, and the relevant pay data for Class Members.

11. The Parties engaged in extensive discussions about the respective strengths and weaknesses of their claims and defenses. On January 14, 2025, the Parties met with mediator David Moeck, Esq. to attempt to resolve the lawsuit, including the individual claims brought by Bernardo Duran. The Parties agreed, subject to approval by the Court, to the Settlement of the lawsuit, as well as Plaintiff's individual wage and hour claims and termination-related claims. The Parties further agreed to enter into their Settlement Agreement to memorialize their settlement of the lawsuit.

12. The settlement discussions were conducted at arm's-length. Based on his own independent investigation and evaluation, I am of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interests of the Defendant and the Settlement Class.

13. The Parties thereafter jointly prepared the Settlement. A true and correct copy of the Stipulation of Settlement and Release are attached hereto as **Exhibit B**.

Settlement Terms:

14. The Settlement provides that (a) the Court may certify the Settlement Class as described in the Settlement on a provisional, non-mandatory basis for the

purposes of this settlement only, conditioned upon the Court granting final approval of the Settlement; and (b) Defendant shall pay the total, non-reversionary sum of $66,000 (the "Gross Settlement Amount"). The Gross Settlement Amount includes all attorneys' fees and costs/expenses petitioned by Class Counsel; an enhancement award; costs of administration of the Settlement; and payment for the PAGA claims asserted in his letter to the LWDA. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes due and payable as a result of the Settlement, which shall be paid separately from the Gross Settlement Amount.

15. The Parties have agreed upon a settlement class: "all non-exempt employees of Defendant J.S. Homen Trucking, Inc. in California at any time between April 16, 2022 and April 30, 2025.

Preliminary Approval, Notice, and the Claims Process:

16. By Order dated July 21, 2025, this Court granted Plaintiff's unopposed motion for preliminary approval of the Settlement and provisionally certified the Settlement Class, finding that the Settlement appeared to be within the range of reasonableness of settlements that could ultimately be given final approval. A copy of the Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit C**. The Court approved the distribution of the Notice of Proposed Class Action Settlement and set the Final Fairness and Approval Hearing.

17. Pursuant to the Court's Order, on August 22, 2025, Phoenix Class Action Administration Solutions ("Phoenix") mailed Notice packets containing the notice of the terms of the Settlement — including the terms relating to attorneys' fees and costs — to 66 Class Members.

18. Class Members were given 45 days after the Notice was mailed to submit their opt out form or objection to the Settlement.

19. As of the date of this motion, all Class Members will be issued their share of the Settlement and they will be paid, on average, approximately $400.95 each; the highest-paid participating Class Member will be paid approximately 789.13. *See* Declaration of Jarrod Salinas at ¶ 13.

20. No Class Members have objected to the Settlement, and no Class Members have opted out.

21. Details of the settlement administration process are described in detail in the Declaration of Jarrod Salinas of Phoenix submitted herewith.

22. Through today, my office has not received any objections to the Settlement.

23. Phoenix used commercially reasonable means to ensure notice of the settlement was received by as many Class Members as possible. Notice was mailed to each individual Class Member at that Class Member's last known address, and in the end, all of the Notices were successfully mailed to Class Members.

24. I have participated in the administration of many class action settlements; based on my experience, I believe the notice program here resulted in the best practicable notice to class members.

<u>The Settlement is Fair, Reasonable and Adequate:</u>

25. The Settlement is the result of extensive, arms-length negotiations. The Settlement for each Class Member is fair, reasonable, and adequate given the inherent risks of litigation, including the critical class certification process and trial.

26. Fairness of the Settlement is demonstrated by the uncertainty and risks to the named Plaintiff and the Settlement Class in not successfully certifying the class or prevailing on one or more causes of action or theories alleged in the complaint. The Settlement takes these risks into account.

27. The Settlement is a good compromise for the damages of absent Class Members. It also provides the named Plaintiff and Class Representative with a

reasonable service payment to compensate him for the risks he has taken and the time and effort he has expended in coming forward to provide valuable information in support of the claims alleged in the Action and his participation in the discovery and settlement process.

28. Prosecution of this case resulted in tangible benefits for the Settlement Class Members in the following respects: (1) By this Settlement, Settlement Class Members will receive their recoveries in a prompt manner as opposed to waiting additional time for the same, or possibly a worse, result; (2) Settlement Class Members will receive a substantial (and guaranteed) result; and (3) Settlement at this juncture will translate into significant savings in my firm's fees and costs which inevitably would have increased had the case progressed through trial, appeals, etc.

29. Prior to settlement negotiations, I created a comprehensive damage analysis using information obtained through informal discovery. This damage analysis reveals that the negotiated settlement falls within a realistic range of recovery on Class Members' claims.

30. Plaintiff contends that Defendant failed to pay Class Members all wages due upon separation of employment, in violation of Labor Code §§ 201-203. Specifically, when Plaintiff left his employment with Defendant, he was not paid all wages due and owing at the time of his separation. Plaintiff calculates statutory penalties on this claim at $142,560 (based on 27 former employees and a $22.00 average hourly rate). Defendant contends that it properly paid all wages due upon separation of employment. It further asserted that Plaintiff could not certify this claim based on manageability and commonality concerns, including that Plaintiff's claims were unique to him. Based on these risks, the compromised settlement amount here is fair and reasonable.

31. Plaintiff also argues that Defendant failed to issue Class Members accurately itemized wage statements, in violation of Labor Code section 226(a) and (e).

The wage statements issued to Plaintiff and Class Members failed to set forth the accurate total hours worked by the employee, in violation of Labor Code § 226(a)(2). Specifically, the wage statements improperly include the piece-rate unit earned for transporting a load into the hours worked calculation, failed to include accurate paid sick leave calculations, and failed to include the complete address of the employer. The maximum value of this statutory penalty claim is approximately $94,250. Defendant, however, contends that it properly issued accurate, itemized wage statements.

32. Class Members also sought PAGA penalties derivative of the underlying violations alleged. The value of these penalties – which are derivative, discretionary, and subject to defenses of their own – could be up to $95,700 for wage statement violations (pursuant to Labor Code section 226.3, which was alleged under to PAGA only), and up to $2,700 for waiting time penalties, but their recovery carried substantial risk, particularly with respect to the waiting time penalties because Plaintiff's claims may have been individualized to Plaintiff only and Defendant may not have maintained a pattern and practice to not pay all wages due upon separation of employment.

33. The discount negotiated for settlement here is a reasonable compromise, particularly considering that the risk of obtaining class certification on all or any of Plaintiff's claims involves a very high hurdle. Class certification is a substantial risk in any class action case. Here, while Plaintiff maintains that the requirements of class certification are met, Defendant proffers various arguments why class treatment is not appropriate, including but not limited to that individualized inquires among class members predominate over common ones. If Defendant was to defeat Plaintiff's class certification motion, there would be no class wide relief whatsoever, and most class members would likely not file individual claims.

34. Plaintiff also faced the risk of a loss on the merits on his claims. It is very possible that the Court would agree with Defendant's position that its policies and

practices complied with the requirements of California law or could not be certified. In such a case, the value of the majority of Plaintiff's claims would be zero.

35. Plaintiff faced the risk that he would not obtain a maximum damage/penalty award on all (or any of) his claims. For example, Plaintiff seeks wage statement penalties. Even if Plaintiff did prevail on these claims, it is possible that the Court would not impose all penalties pursuant to its discretionary power to reduce them or consider defenses which could minimize their value.

36. Defendant strongly contends that its policies and practices do not violate any laws. When the costs and risks of non-certification and loss on the merits are considered, my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

37. The settlement for each Class Member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the Action.

The Risk, Expense, Complexity, and Likely Duration of Further Litigation:

38. Based on my experience in dozens of wage and hour class actions, heavily litigated and strongly disputed class action cases can endure for years. It is my experience that if this case was not resolved by settlement, litigation might extend for up to 3 more years.

39. The areas of law at issue in this case (e.g., California's wage and hour laws) are dynamic and change frequently. Extended litigation equates to substantial risk for class members, some of whose individual claims do not have substantial value from the onset. It is my opinion that the prompt and fair resolution of the claims alleged in Plaintiff's complaint, as is achieved through the proposed settlement, is in the best interest of class members in light of the likeliness of extended litigation and potential changes in case law.

40. It is my experience, as well as that of my co-counsel, that costs in these types of cases increase exponentially as the case proceeds to trial. Through the conclusion of this litigation, and as detailed herein, Plaintiff's counsel will have advanced $3,687.27 in costs. If this litigation continued for 2 more years and experts were retained, costs would likely exceed $25,000.

The Risk of Maintaining Class Action Status Through Trial:

41. An adverse appellate court decision or change in law by the legislature may defeat certification of some or all of the claims alleged in Plaintiff's complaint. In fact, I am familiar with many class action cases where certification and/or liability were immediately defeated as a result of an adverse appellate court ruling, or a change in law by the legislature. Settlement at this juncture has avoided this risk.

Suitability of the Action for Class Certification:

42. To date, no class has been certified. The Stipulation reached between the Parties provides that the Court may certify the Settlement Class for settlement purposes only.

43. With respect to suitability for class treatment, Plaintiff strongly believes class certification can be obtained on all claims, and class treatment is appropriate here. Defendant, however, contends Plaintiff's claims are not likely to be certified. Plaintiff contends that common issues – including Defendant's wage payment – predominate.

44. The proposed Settlement Class is clearly ascertainable as it is defined by concrete factors – whether the class members were non-exempt employees of Defendant during a specified time frame. In this case, the Class Members are identifiable from Defendant's records. Further, the settlement class is sufficiently numerous to warrant certification. According to Defendant's records, the final Class is comprised of 66 individuals.

45. Common questions of fact and law predominate in this case. The Class Members' claims all stem from a common source: members of the Settlement Class

allege that Defendant violated the same Labor Code provisions in connection with their employment. All members of the Class seek the same relief under the same California laws (related to waiting time penalties and inaccurate or incomplete wage statements). Under these circumstances, the commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes.

46. In this case, named Plaintiff and proposed Class Representative Bernardo Duran is a former non-exempt employee who worked for Defendant in the State of California during the applicable Class Period. He contends that Defendant failed to pay all wages due upon separation of employment and provide compliant wage statements, in violation of Labor Code §§ 201-203, 226(a), 226(a)(2), 226(e), 226(h), and 226.3, among other Labor Code provisions. He has the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein.

47. Although I believe the Class Members' claims are meritorious, that the Class would have been certified, and that substantial damages could have been proven at trial, they are experienced counsel who understand that liability, class certification, and damage issues — and the outcome of any appeals that would likely follow if the Class were successful at trial — present substantial risks for Class Members. Those risks must be considered in assessing the fairness of this Settlement, which guarantees a substantial recovery for Class Members and eliminates the risk that Class Members would be left without any recovery. Because the Settlement provides immediate and substantial relief without requiring the Class Members either to undergo the risks of losing at trial or to pay additional attorneys' fees and costs to continue to prosecute this action, it warrants this Court's approval.

Class Representative Service Payment:

48. It is appropriate to recognize the contributions of the Class Representative in prosecuting this litigation. The service payment serves as recognition for the amount

of time and effort he has spent assisting in the prosecution of this case and the personal hardships and pressures he faced as a result of filing this lawsuit against his former employer. The named Plaintiff's declaration is submitted with the Motion for Final Approval. It is fair and reasonable that the named Plaintiff be awarded $1,500 as a service payment. Based on my experience, the proposed service payment here is within an accepted range.

49. The named Plaintiff and proposed Class Representative is a former non-exempt employee of Defendant employed in California. He contends that all class members were subject to the labor law violations alleged in the Action. He contends that he has the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein.

50. Plaintiff has also demonstrated that he will aggressively and competently assert the interests of the proposed settlement class; he has taken an active role in this litigation and has no apparent conflicts with other class members. Plaintiff participated frequently and substantially in the litigation and in the settlement thereof. He has also taken significant risks in bringing this lawsuit – he faces the very real risk that because of the stigma associated with this lawsuit, he may be unable to obtain employment in the future. The stigma and risk associated with filing a class action lawsuit against any employer is significant.

51. Plaintiff has retained competent counsel by hiring Gaines Law Corporation to represent the Class. My colleagues and I are experienced and established attorneys with over seven decades worth of litigation experience.

Attorneys' Fees:

52. This Court can undoubtedly appreciate that litigating a large class action case in dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in the event of an unsuccessful outcome, at trial or

otherwise. This case was taken on a contingency basis with the real risk that plaintiffs' counsel would receive no compensation whatsoever for my efforts. The potential costs which we can be required to advance in wage and hour class actions like this one are substantial.

53. Even with my firm's extensive experience litigating employment cases, prosecuting these cases still carries a considerable amount of risk. There is the significant risk that Plaintiff would fail in obtaining class certification or would not succeed in proving Defendant's liability at trial.

54. Class action work also requires specialized learning and the willingness to take large risks. I have extensive experience in class action litigation, particularly in the employment context, as detailed herein.

55. Furthermore, as described above, the Settlement Class and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

56. Further, no Class Member objected to the proposed attorneys' fee request contained in the Settlement. The overwhelming rate of acceptance of the Settlement by Class Members supports my firm's fee request.

57. A small firm like mine can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had I not reached a settlement with Defendant, the demands of this case would have required a significant portion of our resources. We were precluded from taking other employment cases due to the demands of litigating this case.

58. I am submitting an attorney fee request equaling $23,100 or 35% of the Gross Settlement Amount. My experience in class actions, as well as my review of fee awards in similar actions, support my conclusion that the fee request is very reasonable and in line with the common practice in this type of case.

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Class Counsel's Costs:

59. My firm's total costs to date total $3,687.27 and include court fees, mediation fees, expert expenses, postage, service of process, expenses associated with mediation, travel expenses, and photocopy charges. A true and correct copy of an itemized list of costs incurred (and expected to be incurred) by my firm in this action is attached hereto as **Exhibit D.** These costs were reasonably incurred in litigating this matter.

Upload to LWDA

60. Concurrently with the filing of this Motion, I am transmitting the Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(l)(2). Evidence of submission is attached hereto as **Exhibit E**.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on this 9th day of October, 2025 at Westlake Village, California.

EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Bernardo Duran, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO: ECU004017 *Assigned to the Hon. L. Brooks Anderholt* **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** *Complaint filed: March 25, 2025*

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Bernardo Duran ("Duran," "Plaintiff," or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant J.S. Homen Trucking, Inc. ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff, the Settlement Class (as defined below), Aggrieved Employees and Defendant are collectively referred to herein as "the Parties."

2. Evan S. Gaines, Esq. of Gaines Law Corporation is counsel of record for Plaintiff Bernardo Duran. For purposes of this Settlement Agreement only, Gaines Law Corporation shall be designated as "Class Counsel."

3. The "Action" means *Bernardo Duran v. J.S. Homen Trucking, Inc.,* Imperial County Superior Court Case. No. ECU004017 (the "Action").

4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant J.S. Homen Trucking, Inc. in California at any time between April 16, 2022 and April 30, 2025. Defendant represents that this Class contains no more than approximately 59 Class Members who worked no more than 2,487 pay periods during the Class Period (defined below).

5. The "Class Period" shall be defined as the time period between April 16, 2022 and April 30, 2025.

6. The "Aggrieved Employees" shall be defined as "all non-exempt employees of J.S. Homen Trucking, Inc. in California at any time between December 14, 2022 and April 30, 2025 (the "PAGA Period").

7. Members of the Settlement Class shall collectively be referred to as a "Class Member" or "Class Members." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

8. The "Effective Date" is defined as the date the Court signs an order granting final approval of the settlement and entering judgment thereon (the "Effective Date") if no objections

are filed. If objections to the settlement are filed that are not subsequently withdrawn, the Effective Date of the settlement is the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

B. General.

1. On December 14, 2023, Plaintiff Duran exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2. On March 25, 2025, Plaintiff Duran initiated his Action in the Imperial County Superior Court by filing a class and representative action complaint, pursuant to PAGA, on behalf of himself, all others similarly situated, the general public. and all other aggrieved employees.

3. As set forth in the Complaint, the Action assert claims against Defendant for (1) failure to comply with itemized employee wage statement provisions (Labor Code § 226(a), (e)); (2) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203); (3) Violation of Business & Professions Code §§ 17200 et seq.; and (4) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action are appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate Class Representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over class issues, among other defenses. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission

or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever.

5. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

6. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of informal discovery and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

7. On January 14, 2025, following their exchange of information and documents regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations with the assistance of an experienced wage and hour mediator, David Moeck, Esq., where the Parties were able to reach the resolution of the Action set forth herein.

8. Based on his own independent investigation and evaluation, Class Counsel is of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

9. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that

class certification is proper under the more stringent standard applied for litigation and that evidence of this limited Settlement Agreement for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

1. The financial terms of the Settlement Agreement are as follows:

(a) **Gross Settlement Amount**: The Parties agree to settle the Action for a Gross Settlement Amount of **Sixty-Six Thousand U.S. Dollars** ($66,000) ("the Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorney's fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the Enhancement Payment to the Class Representative, as approved by the Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the Gross Settlement Amount.

(b) **Net Settlement Proceeds**: "Net Settlement Proceeds" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorney's fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Enhancement Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Calculation of the Individual Payment Amounts**: "Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $1,500 PAGA allocation, by the total number of pay periods worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class pay period value; and then multiplying the class pay period value by the number of pay periods worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($1,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

(d) For tax purposes, both the class portion and PAGA Portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

(e) **PAGA Payments**: The Parties agree that Six Thousand Dollars ($6,000) shall be allocated to settle Plaintiff' claims brought pursuant to PAGA. Of this amount, Seventy-Five percent (75%), or Four Thousand Five Hundred Dollars ($4,500), shall be paid to the LWDA, and the remaining Twenty-Five percent (25%), or One Thousand Five Hundred Dollars ($1,500), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

(f) **Enhancement Payment to Class Representative**: The amount awarded to the Class Representative as an Enhancement Payment, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not to exceed One Thousand Five Hundred Dollars ($1,500). This amount will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for his Enhancement Payment. Defendant agrees not to dispute or otherwise object to the Enhancement Payment if Plaintiff requests $1,500 or less.

(g) **Attorney's Fees**: An award to Class Counsel of attorney's fees will be deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account the settlement award that has been made available for the Settlement Class by the efforts of Class

Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., Twenty-Three Thousand One hundred Dollars ($23,100)). An IRS Form 1099 will be issued to Class Counsel with respect to its award of attorney's fees. Defendant agrees not to dispute or otherwise object to the attorney's fee award requested by Class Counsel so long as the request does not exceed 35% of the Gross Settlement Amount.

(h) **Attorney's Costs and Expenses**: Class Counsel will be reimbursed from the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket litigation costs and expenses, not to exceed Six Thousand Dollars ($6,000). An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant agrees not to dispute or otherwise object to the attorney's cost award requested by Class Counsel so long as the request does not exceed $6,000.

(i) **Settlement Administration Costs**: The fees and other charges of the Settlement Administrator to administer the Settlement are expected to total no more than Five Thousand Two Hundred Fifty Dollars ($5,250.00) and will be paid from the Gross Settlement Amount. These fees shall include any costs associated with the required tax reporting on any Individual Payment Amounts, and the issuing of any and all 1099 forms. Subject to approval of the Court, the Parties have agreed that Phoenix Settlement Administrator will serve as a neutral third-party claims' administrator ("Settlement Administrator") to perform all acts related to providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment Amount each Participating Class Members is eligible to receive; (f) distributing the Gross Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

(j) **No Warranty by Defendant:** Plaintiff understands and agrees that Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement.

D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant J.S. Homen Trucking, Inc., including J.S. Homen Trucking, Inc.'s shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons, including Joe S. Homen and Margaret Homen, ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period.

2. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period.

3. "Released Class Claims" means any and all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged against Released Parties based on the facts and claims asserted in the in the Complaint during employment in a non-exempt position for J.S. Homen Trucking, Inc. in California during the Class Period for alleged violations Labor Code §§ 201, 202, 203, and 226(a). No PAGA claims are encompassed in the Released Class Claims. The Released Class Claims includes a release of all claims for unfair business practices that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the Complaint. The Released Class Claims includes a release of claims include claims for damages, penalties, interest, costs, and attorney's fees that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action, or legal theories for relief

pleaded in the Complaint. The release applies regardless of whether the Class Member deposits his/her settlement check.

4. "Released PAGA Claims" means any and all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged against Released Parties based on the facts and claims asserted for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., contained in Plaintiff's Complaint during employment in a non-exempt position for J.S. Homen Trucking, Inc. in California during the PAGA Period, including Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.6, and 246. No Aggrieved Employee may opt out of the PAGA portion of the Settlement. The Released PAGA Claims includes released claims for penalties, costs, and attorney's fees that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action, or legal theories for relief pleaded in the Complaint. The release applies regardless of whether the Aggrieved Employee deposits his/her settlement check.

5. **Parties' Mutual Release of Unknown Claims.**

Subject to the occurrence of the Effective Date, Plaintiff, individual, and Defendant have agreed to release, in addition to the Released Class Claims and Released PAGA Claims above, all claims, whether known or unknown under federal law or state law against each other and the Released Parties. Each Party understands that this release includes unknown claims and that he or it is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

E. Notice and Exclusion Process.

1. Within ten (10) calendar days after entry of the order granting preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period and the

PAGA Period ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff' Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

2. A notice of pendency of class action, proposed settlement, and hearing date for Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved Employees, by first class mail, within twenty (20) calendar days after entry of the order granting preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form attached hereto as **Exhibit 2**.

3. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees. It will conclusively be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and Aggrieved Employees and re-send the notices.

4. Each Class Member will be fully advised of the settlement, the ability to object to the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform the Class Members of the Court-established deadlines for filing objections and a Request for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from, the PAGA portion of the settlement.

5. Each Class Notice will contain personalized information setting forth the number of pay periods each Class Member and Aggrieved Employee worked for Defendant in California in a non-exempt position during the Class Period and/or PAGA Period and their estimated Individual

Payment Amount. To the extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her Class Notice, he or she may produce evidence to the Settlement Administrator showing such information the individual contends should be reflected in the Class Notice. Defendant's records will be presumed determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them if the Effective Date occurs.

7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate

Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice and Request for Exclusion Forms to Class Members and Aggrieved Employees).

11. In order to object to the settlement, a Class Member must mail his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be extended for any reason.

12. The Settlement Administrator shall provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments to be made to each Class Member without names or personal identifying information.

13. Defendant shall deposit the Maximum Settlement Amount, plus applicable employer payroll taxes, with the Settlement Administrator within fifteen (15) days after the order granting Final Approval of the Settlement.

14. The Settlement Administrator shall disburse the Gross Settlement Amount within fifteen (15) calendar days after the Effective Date. Class Members and Aggrieved Employees must cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more

than one hundred eighty (180) days after mailing shall be paid to the State of California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Class Member or Aggrieved Employee.

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:

(a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved Employees;

(b) approving as to form and content the proposed Class Notice;

(c) approving as to form and content the proposed Request for Exclusion Form;

(d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;

(e) preliminarily approving the PAGA payment of $6,000 to the LWDA;

(f) preliminarily setting attorney's fees and costs payable to Class Counsel;

(g) preliminarily setting the Enhancement Payment to the Class Representative; and

(h) preliminarily approving Phoenix Settlement Administration as the Settlement Administrator and its estimated fees and costs of up to $5,250.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorney's fees and reimbursement of documented litigation costs and expenses, the Enhancement Payment to the Class Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) Entering judgment in the Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorney's fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. **Voiding the Agreement.**

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of any Party.

2. **Parties' Authority.**

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3. **Mutual Full Cooperation.**

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. **No Prior Assignments.**

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

5. **No Admission.**

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

6. **Construction.**

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

7. **Captions and Interpretations.**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

8. **Modification.**

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by each of the Parties hereto on their attorneys.

9. **Integration Clause.**

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

10. **Binding on Assigns.**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11. **Governing Law.**

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Signatures of All Class Members Unnecessary to be Binding.**

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

13. **Counterparts.**

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

14. **Confidentiality**

Until Plaintiff files his motion for preliminary approval of the class action settlement of the Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the amount and terms of the Settlement, except as to spouses, children, parents, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

15. **No Publicity**

Plaintiff and his Counsel will not contact the media about the Settlement Agreement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and his Counsel also will not post any information about the Settlement Agreement on social media or their firms' websites.

16. **Representation Regarding Class Size; Escalator Provision**

Defendant has represented that Class Members worked no more than 2,487 pay periods during the Class Period. Should this number increase by more than 10% (2,738 total pay periods), the Gross Settlement Amount will increase pro rata per additional pay period above the 10%.

17. **Continuing Jurisdiction**.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

18. **Corporation Status.**

The Parties hereby acknowledge J. S. Homen Trucking, Inc. is currently suspended with the California Secretary of State, and the corporation is taking reasonable steps to revive the corporation. This is not to be construed as admission of liability for the underlying claims by Plaintiff, nor is this Agreement to be used as an admission of individual liability for any other purpose except to enforce terms of this Agreement. By signing below, Joe S. Homen is agreeing to be bound by this Agreement. By signing below, Joey S. Homen is agreeing to be bound by this

Agreement, individually. However, the Parties acknowledge J. S. Homen Trucking, Inc. also is being released as part of this Agreement. For purposes of this settlement only, Plaintiff will take reasonable steps to add Joe S. Homen shall be added as a "Doe" defendant to effectuate the settlement. If this Agreement is not approved by the Court, and the corporation is revived, Plaintiff will dismiss Joe S. Homen, without prejudice.

Dated: 05 / 01 / 2025

By: Bernardo Duran
BERNARDO DURAN
Plaintiff and Class Representative

Dated: 5/5/2025

JOE S. HOMEN

DocuSigned by:
By:
E2EA4D3CAC4A498...
JOE S. HOMEN
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: ______________________

GAINES LAW CORPORATION

By: ______________________
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Bernardo Duran

Dated: 5/5/2025

MIGLIAZZO LAW, PC

DocuSigned by:
By: John Migliazzo
7784FB4476D44E5...
John L. Migliazzo, Esq.
Counsel for Defendant Joe S. Homen

Agreement, individually. However, the Parties acknowledge J. S. Homen Trucking, Inc. also is being released as part of this Agreement. For purposes of this settlement only, Plaintiff will take reasonable steps to add Joe S. Homen shall be added as a "Doe" defendant to effectuate the settlement. If this Agreement is not approved by the Court, and the corporation is revived, Plaintiff will dismiss Joe S. Homen, without prejudice.

Dated: ____________________________

By:__________________________________
BERNARDO DURAN
Plaintiff and Class Representative

Dated: ____________________________

JOE S. HOMEN

By:__________________________________
JOE S. HOMEN
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: May 1, 2025

GAINES LAW CORPORATION

By:__________________________________
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Bernardo Duran

Dated: ____________________________

MIGLIAZZO LAW, PC

By:__________________________________
John L. Migliazzo, Esq.
Counsel for Defendant Joe S. Homen

Exhibit "1"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO: ECU004017 *Assigned to the Hon. L. Brooks Anderholt* **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Bernardo Duran ("Plaintiff") and Defendant J.S. Homen Trucking, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Duran v. J.S. Homen Trucking, Inc.*, Imperial County Superior Court, Case No. ECU004017, which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on _____ at _____ ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendant, alleging that Defendant failed to timely issue final wages upon separation of employment and issue accurate and complete itemized wage statements. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.

- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement").

- The settlement will provide $66,000 to resolve the claims to all individuals who worked for Defendant as non-exempt employees in California at any time from April 16, 2022 and April 30, 2025. The Lawyers for the employees will ask the Court to award them up to $23,100 as attorneys' fees and $6,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against J.S. Homen Trucking, Inc. about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On March 25, 2025, Plaintiff Bernardo Duran ("Plaintiff"), a former employee of J.S. Homen Trucking, Inc., filed this lawsuit in the Imperial County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between April 16, 2022 and April 30, 2025 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were neither timely issued final wages upon separation of employment and nor issued accurate and complete itemized wage statements. The Settlement seeks recovery of statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit. Defendant denies that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorney
Evan S. Gaines, Esq.
Gaines Law Corporation
4550 E Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone (805) 892-8200

Defendant's Attorney
John L. Migliazzo, Esq.
Migliazzo Law, PC
5088 North Fruit Avenue, Suite 102
Fresno, CA 93711
Phone: (559) 319-5080

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee

The Settlement encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendant in California from April 16, 2022 and April 30, 2025. Aggrieved Employees are those Class Members employed between December 14, 2022 and April 30, 2025.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay $66,000 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Maximum Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed 23,100;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $6,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed $1,500 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed $5,250, for administering the settlement; and

(e) **PAGA Payment** in the total amount of $6,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or $4,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or $1,500, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims that are alleged or reasonable could have been alleged the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims that are alleged or reasonable could have been alleged for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's Complaint during employment in a non-exempt position in California during the PAGA Period. The "Released Parties" shall include Defendant, as well as Defendant's shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons, including Joe S. Homen and Margaret Homen..

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $1,500 PAGA allocation, by the total number of pay periods by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class pay period value; and then multiplying the class pay period value by the number of pay periods worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($1,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] pay periods while employed as a non-exempt employee in California from April 16, 2022 and April 30, 2025. Based on these pay periods worked, you are entitled to an Individual Payment Amount of approximately $[_____], and you worked [_____] pay periods while employed as a non-exempt employee in California from December 14, 2022 and April 30, 2025. Based on these pay periods, you are entitled to a PAGA payment share of approximately $[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _______, 2025. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount within 30 days of the date the Court signed the order.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on ___________, at 8:30 a.m., in the Courtroom of Judge ____________ of the Imperial County Superior Court, Department ____, located at 939 Main St, El Centro, California 92243. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorney; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT***

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than ________. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than __________.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than __________.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Imperial County Superior Court, located at 939 Main St, El Centro, CA 92243.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

Exhibit “2”

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Bernardo Duran v. J.S. Homen Trucking, Inc.,* Imperial County Superior Court Case. No. ECU004017. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendant J.S. Homen Trucking, Inc. as a non-exempt (hourly paid) employee in California between April 16, 2022 and April 30, 2025.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**45 days after mailing of Notice**]. Send this signed request for exclusion form to the Settlement Administrator:

J.S. Homen Trucking, Inc. Settlement Administrator
c/o ___________________
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EXHIBIT C

EVAN S. GAINES, Esq. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Bernardo Duran,
on behalf of himself all others similarly situated,
the general public, and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO: ECU004017 *Assigned to the Hon. L. Brooks Anderholt, Dept. 9* **~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Date: July 21, 2025** **Time: 8:30 a.m.** **Dept.: 9** *Complaint Filed: March 25, 2025*

The unopposed motion of proposed Plaintiff Bernardo Duran ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement came on for hearing before this Court in Department 9, Judge L. Brooks Anderholt presiding, on July 21, 2025 at 8:30 a.m. The Court, having considered the papers submitted in support of the motion and having heard oral argument of the parties, **HEREBY ORDERS THE FOLLOWING**:

1. The Court grants preliminary approval of the settlement based upon the terms set forth in the proposed Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (the "Settlement") filed with the Court. The settlement appears to be fair, adequate, and reasonable to the Class;

2. The Court finds that the settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final hearing;

3. The Court approves, as to form and content, the Notice of Pendency of Proposed Class Action Settlement and Final Hearing ("Notice"), attached to the Settlement as Exhibit 1;

4. The Court directs the mailing of the Notice by first class mail to the Settlement Class Members in accordance with the schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth herein, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto;

5. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only. The Settlement Class is defined as follows: all non-exempt employees of Defendant J.S. Homen Trucking, Inc. in California at any time between April 16, 2022 and April 30, 2025;

6. The Court approves and appoints Gaines Law Corporation as Class Counsel, and grants preliminary approval of an award of attorneys' fees of up to 35% of the Gross Settlement Amount (or $23,100) and documented litigation costs of up to $6,000 to Class Counsel, subject to final approval by the Court following a further motion by Class Counsel;

7. The Court approves and appoints Plaintiff Bernardo Duran as the Class Representative and grants preliminary approval to proposed Enhancement Award to Plaintiff

Bernardo Duran in an amount not to exceed $1,500, subject to final approval by the Court following a further motion by the Class Representative;

8. The Court grants preliminary approval of the allocation of $6,000 to settle the representative claims under the Private Attorneys General Act (Labor Code §§ 2698 et seq.), of which 75% ($4,500) shall be paid directly to the LWDA and 25% ($1,500) shall be distributed to the PAGA Employees as PAGA Employee Payments;

9. The Court hereby approves and appoints Phoenix Settlement Administrators as the Settlement Administrator and grants preliminary approval of the payment of fees and other charges of the Settlement Administrator in an amount not to exceed $5,250; and

10. The Court orders the following schedule of dates for the specified actions/further proceedings:

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EVENT	TIMING
Last day for Defendant to provide to the Settlement Administrator a list of all Class Members, including the full name, telephone number, and last known address and full social security number of all Class Members; the information necessary to determine the estimated settlement allocation to each Class Member, including: (i) the total number of Workweeks of each Class Member in California in an hourly-paid or non-exempt position within the Class Period; and (ii) the total number of Workweeks of each PAGA Employee in California in an hourly-paid or non-exempt position within the PAGA Period ("Settlement Class Information")	20 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice of Proposed Settlement ("Notice") to Class Members	10 calendar days after Settlement Administrator's receipt of the Class Member List
Last day for exclusion requests by Class Members to be postmarked to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for objections to the Settlement by Class Members to be postmarked to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	November 3, 2025, at ________ (approximately 100 days after entry of this Order)

IT IS SO ORDERED.

Dated: 07/21/2025

JUDGE OF THE SUPERIOR COURT

L. Brooks Anderholt

EXHIBIT D

Duran v. J.S. Homen Trucking, Inc.
Gaines Law Corporation Counsel's Costs

EXPENSE CATEGORY	EXPENSE
Filing fees (including related attorney service expenses)	$ 1,857.12
Postage	$ 60.15
Mediation Fees	$ 1,625.00
Misc Fees	$ 10.00
Future estimated expenses	$ 135.00
• *Filing fees and One Legal Service fees for Motion for Final Approval (will be filed via One Legal) - $85.00*	
• *Filing fees and One Legal Service fees for Notice of Entry of Order once Final Order signed (will be filed via One Legal) - $50.00*	
TOTAL EXPENSES	**$ 3,687.27**

EXHIBIT E