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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

**NOTICE OF UNOPPOSED MOTION AND
UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 3, 2025

Time: 8:30 a.m.

Dept.: 9

Complaint Filed: March 25, 2025

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on November 3, 2025. The above-captioned Action is a class action lawsuit
3 brought by Plaintiff Bernardo Duran ("Plaintiff") against Defendant J.S. Homen Trucking, Inc.
4 ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of Defendant's
5 current and former employees, that Defendant failed to pay all wages due upon separation of
6 employment and failed to comply with itemized wage statement provisions and engaged in related
7 violations of the California Labor Code. Defendant denies any and all alleged wrongdoing, and
8 denies any liability to the Plaintiff or to members of the Class. Defendant contends that that it has
9 complied at all times with California law, including the California Labor Code, the Industrial
10 Commission Wage Orders, and the California Business and Professions Code.

11 On July 21, 2025, this Court entered an Order Granting Preliminary Approval of Settlement,
12 resulting in certification of the following provisional Settlement Class: all non-exempt employees
13 of Defendant J.S. Homen Trucking, Inc. in California at any time between April 16, 2022 and April 30,
14 2025.

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

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

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

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

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

10 4. The Court finds the settlement was entered into in good faith, that the settlement is
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 5. The Court approves the Gross Settlement Amount of Sixty-Six Thousand Dollars
16 (\$66,000.00).

17 6. Zero (0) Class Members have objected to the terms of the Settlement.

18 7. Zero (0) Class Members have requested exclusion from the Settlement.

19 8. Upon entry of this Order, compensation to Qualified Settlement Class Members
20 shall be affected pursuant to the terms of the Settlement.

21 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
22 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of a Representative Enhancement to Plaintiff Bernardo Duran in the
24 amount of One Thousand Five Hundred Dollars (\$1,500). This shall be paid from the Gross
25 Settlement Amount.

26 10. The Court hereby confirms Evan S. Gaines of Gaines Law Corporation as Class
27 Counsel.
28

1 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
2 Twenty-Three Thousand One Hundred Dollars and Zero Cents (\$23,100.00), and the
3 reimbursement of litigation expenses in the sum of Three Thousand Six Hundred Eighty-Seven
4 Dollars and Twenty-Seven Cents (\$3,687.27). This shall be paid from the Gross Settlement
5 Amount.

6 12. The Court approves and orders payment in the amount of Five Thousand Two
7 Hundred Fifty Dollars (\$5,250) to Phoenix Class Action Administration Solutions for performance
8 of its settlement administration services. This shall be paid from the Gross Settlement Amount.

9 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the
10 Effective Date of the Settlement, Plaintiff and all Qualified Settlement Class Members shall be
11 deemed to have released the Released Parties from the Released Class Claims as more fully defined
12 in the Settlement.

13 14. The Court approves the PAGA Payment and its apportionment among the Class
14 Members, and orders payment in the amount of Four Thousand Five Hundred Dollars (\$4,500) to
15 the California Labor and Workforce Development Agency for its 75% share of PAGA penalties.
16 This shall be paid from the Gross Settlement Amount.

17 15. All PAGA claims alleged in the Action are dismissed with prejudice.

18 16. Upon completion of administration of the Settlement, the parties shall file a
19 declaration stating that claims have been paid and that the terms of the settlement have been
20 completed.

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

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1 18. This Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 and
2 California Rules of Court 3.769(h) and as otherwise allowed by law with respect to all matters
3 related to the administration and consummation of the settlement, and any and all claims, asserted
4 in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all
5 matters related to the settlement and the determination of all controversies relating thereto.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

JUDGE OF THE SUPERIOR COURT