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STEPHANIE BOHRER, CLERK  
By ALICIA LIECHTY  
DEPUTY

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

DEJON MARQUIS BENNETT, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

INTERSTATE TRUCK CENTER, LLC, a limited  
liability company; and DOES 1 through 10, inclusive,

Defendants

Case No.: STK-CV-UOE-2023-0006709

CLASS AND REPRESENTATIVE ACTION

*[Assigned for All Purposes to the Honorable  
George J. Abdallah, Department 10A]*

**PROPOSED ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

*[Filed with the Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, the  
Declaration of Kane Moon, the Declaration of  
Plaintiff Dejon Marquis Bennett, and the  
Declaration of Lisa Mullins]*

PRELIMINARY APPROVAL HEARING:

Date: ~~June 20, 2025~~  
~~June 24, 2025~~  
~~June 25, 2025~~  
~~June 26, 2025~~  
~~June 27, 2025~~

Time: 9:00 a.m.

Dept.: 10A

Action Filed: June 29, 2023  
FAC Filed: September 25, 2023  
Trial Date: Not Set

*July 1<sup>st</sup>, 2025*

BY FAX

1                                    **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2            The Court, having considered Plaintiff Dejon Marquis Bennett's ("Plaintiff") Motion for  
3 Preliminary Approval of Class Action and PAGA Settlement, the accompanying Memorandum of  
4 Points and Authorities, the supporting declarations and exhibits thereto, and good cause appearing,  
5 **HEREBY ORDERS AND DECREES AS FOLLOWS:**

6            1.        The Court grants preliminary approval of the proposed Settlement and the Class  
7 based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class  
8 Notice (the "Settlement Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of  
9 Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA  
10 Settlement. The Court finds on a preliminary basis that the Settlement Agreement appears to be  
11 fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval.  
12 The Court also preliminarily finds that the terms of the Settlement Agreement appear to be within  
13 the range of possible approval, pursuant to California Code of Civil Procedure section 382 and  
14 applicable law.

15            2.        The Settlement falls within the range of reasonableness of a settlement which could  
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
18 Court. The Court notes that Defendant Interstate Truck Center, LLC ("Defendant") (together with  
19 Plaintiff, the "Parties") agreed to create a common, non-reversionary gross fund of at least  
20 \$740,000.00 (the "Gross Settlement Amount"), and in addition to Defendant's employer's payroll  
21 taxes owed on the wage portions of Individual Class Payments, to cover (a) Individual Class  
22 Payments to Participating Class Members; (b) the Administration Expenses Payment of up to  
23 \$20,000.00; (c) PAGA Penalties of \$50,000.00 for settlement of claims for civil penalties under  
24 the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* ("PAGA"), and distributed  
25 as 25% (\$12,500.00) to the Aggrieved Employees and 75% (\$37,500.00) to the California Labor  
26 and Workforce Development Agency (the "LWDA"); (d) the Class Representative Enhancement  
27 Payment of up to \$7,500.00 to Plaintiff; (e) the Class Counsel Fees Payment of not more than  
28 33.33% of the Gross Settlement Amount (currently estimated to be \$246,642.00); and (f) a Class

1 Counsel Litigation Expenses Payment, for reimbursement of actual litigation costs of not more  
2 than \$25,000.00 (Plaintiff's Counsel will include a cost ledger verifying its out-of-pocket expenses  
3 with its moving papers for final approval).

4 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
5 reasonable to the Class Members when balanced against the probable outcome of further litigation  
6 relating to class certification, liability and damages issues, and potential appeals; (2) formal and  
7 informal discovery, investigation, research, and litigation have been conducted such that counsel  
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)  
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
11 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
12 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and  
13 meets the requirements for preliminary approval.

14 4. A final approval hearing on the question of whether the proposed Settlement  
15 Agreement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA  
16 Penalties, and the Class Representative Enhancement Payment should be finally approved as fair,  
17 reasonable, and adequate as to the members of the Class is hereby set in accordance with the  
18 Implementation Schedule set forth below.

19 5. The Court provisionally certifies, for settlement purposes only, the following class  
20 (the "Class"): all current and former hourly-paid or non-exempt employees of Defendant in  
21 California employed during the Class Release Period. The "Class Release Period" means the  
22 period from June 29, 2019, through June 4, 2025. Excluded from the Class is any Class Member  
23 who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely  
24 Request for Exclusion.

25 6. Releases of Claims. Effective on the date when Defendant fully funds the entire Gross  
26 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
27 Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff,  
28 Class Members, and Class Counsel will release claims against all Released Parties as follows (Settlement,

1 ¶ 5.):

2 a. Released Parties. "Released Parties" means: Defendant Interstate Truck Center, LLC, and  
3 each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers,  
4 predecessors, successors, assigns, subsidiaries, affiliates and agents (including, without limitation, any  
5 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers,  
6 directors and employees). (*Id.* at ¶ 1.39.)

7 b. Plaintiff's Release.

8 1) Scope of Plaintiff's Release. Plaintiff and his former and present representatives,  
9 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge  
10 Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether  
11 known or unknown, arising from, or related to the Plaintiff's employment with or separation from  
12 Defendant through the Release Period, including a California Civil Code Section 1542 waiver. (*Id.*  
13 at ¶ 5.1.1.)

14 2) Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes  
15 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and  
16 benefits, if any, of Section 1542 of the California Civil Code, which reads: A general release  
17 does not extend to claims that the creditor or releasing party does not know or suspect to exist  
18 in his or her favor at the time of executing the release and that, if known by him or her, would  
19 have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

20 c. Release by Participating Class Members. The claims to be released by the Settlement Class  
21 Members as to the Released Parties include all claims under state, federal, or local law, arising out of the  
22 claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those  
23 under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could  
24 have been asserted based on the facts pleaded in the operative complaint in the Action for: (1) failure to  
25 pay minimum wages under Labor Code Sec. 1194, et seq.; (2) failure to pay overtime wages under Labor  
26 Code Sec. 510, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor  
27 Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor  
28 Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (6)

1 failure to timely pay wages upon termination under Labor Code Sec. 203; (7) failure to provide accurate,  
2 itemized wage statements under Labor Code Sec. 226; (8) violation of California's unfair competition  
3 law under Business and Professions Code Sec. 17200. (*Id.* at ¶ 3.2.)

4 d. Release by Class Members Who Are Aggrieved Employees. All The claims to be released  
5 by the Aggrieved Employees as to the Released Parties include all claims for civil penalties under the  
6 Labor Code Private Attorneys General Act ("PAGA") based on the afore-referenced claims asserted in  
7 the Operative Complaint or referenced in the LWDA PAGA Notice letter sent in connection with this  
8 Action. (*Id.* at ¶ 5.3.)

9 7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and  
10 definitions as set forth in the Settlement.

11 8. The Court finds, for settlement purposes only, that the Class meets the  
12 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
13 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are  
14 common, or of general interest, to all Class Members, which predominate over individual issues;  
15 (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class  
16 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class  
17 action is superior to other available methods for the fair and efficient adjudication of the  
18 controversy.

19 9. The Court appoints, for settlement purposes only, Plaintiff as the "Class  
20 Representative." The Court approves, on a preliminary basis, payment of a Class Representative  
21 Enhancement Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in  
22 addition to the amount Plaintiff is eligible to receive as a Class Member, for initiating the Action  
23 and providing services in support of the Action. To the extent the final amount awarded is less  
24 than the amount requested, the remainder will be retained in the Net Settlement Amount for  
25 distribution to Participating Class Members.

26 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law  
27 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability  
28 to request attorneys' fees of up to 33.33% of the Gross Settlement Amount (currently estimated to

1 be \$246,642.00) as well as reimbursement for actual costs not to exceed \$25,000.00, payable from  
2 the Gross Settlement Amount. Plaintiff's Counsel will include a cost ledger verifying its out-of-  
3 pocket expenses with its moving papers for final approval. To the extent actual costs are less  
4 and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the  
5 remainder will be retained in the Net Settlement Amount for distribution to Participating Class  
6 Members.

7 11. The Court appoints ILYM Group, Inc. as the "Administrator" with payment,  
8 payable the Gross Settlement Amount, for administration costs not to exceed \$20,000.00, except  
9 upon a showing of good cause and as approved by the Court. To the extent administration costs  
10 are less, the remainder will be retained in the Net Settlement Amount for distribution to  
11 Participating Class Members.

12 12. The Administrator shall perform services and duties as provided for in the  
13 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to Class  
14 Members. Class Members shall not be required to submit a claim form in order to receive  
15 individual settlement payments.

16 13. The Court approves the Class Notice in substantially similar form and content as  
17 is attached to the Settlement as **Exhibit A**. The Court finds, on a preliminary basis, that the plan  
18 for distribution of the Class Notice satisfies due process, provides the best notice practicable under  
19 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

20 14. The obligations set forth in the Settlement Agreement are deemed part of this  
21 Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the  
22 Settlement Agreement according to its terms and provisions.

23 15. The Court orders the following Implementation Schedule:

24 Defendant to provide the Administrator 25 with the Class Data	Within 21 calendar days after preliminary approval is granted
26 Administrator to mail the Class Notice 27	Within 14 calendar days after receiving 28 the Class Data

Response Deadline for Class Members	Within 60 calendar days after mailing (extended by 14 calendar days for any re-mailed Class Notices)
Last Day to File a Motion for Final Settlement Approval	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	January 16, 2025

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

**IT IS SO ORDERED.**

DATED: JUL 01 2025

**GEORGE J. ABDALLAH, JR**

The Honorable George J. Abdallah  
Judge of the Superior Court, San Joaquin County