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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN BERNARDINO  
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11 MARK SUAREZ, individually, on a  
12 representative basis, and on behalf of all  
13 others similarly situated;

14 Plaintiff,

15 vs.

16 MONZON & SON ENTERPRISES, INC.,  
17 a California Corporation; MONZON &  
18 SON EQUIPMENT TRANSPORT INC., a  
19 California Corporation; and DOES 1  
through 20, inclusive;

20 Defendants.  
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Case No.: CIVSB2225078  
*[Assigned to Hon. Christian Towns, Dept S26,  
for all purposes]*

**[PROPOSED] ORDER:**

- 1) PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A  
CLASS FOR SETTLEMENT  
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE  
CLASS OF THE SETTLEMENT  
NOTICE AND EXPLANATION FORM;  
AND**
- 4) SETTING A HEARING FOR FINAL  
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class Action and PAGA Settlement Agreement and Release of  
2 Claims (the “Settlement Agreement”) between Plaintiff Mark Suarez and Defendants Monzon &  
3 Son Enterprises, Inc., Monzon & Son Equipment Transport, Inc., and Kelvin J. Monzon  
4 (“Defendants”) (collectively, the “Parties”), as well as the Memorandum of Points and  
5 Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action  
6 Settlement, the documents submitted in support of the motion, and all supporting legal  
7 authorities and documents, IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms  
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness  
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval  
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a  
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of  
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar  
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in  
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is  
17 ascertainable and that there is a sufficiently defined community of interest among the Class  
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following  
19 Classes, for settlement purposes only:

20 All current and former nonexempt, California resident truck drivers  
21 employed by Defendants during the Class Period (November 4,  
22 2018, through October 31, 2024).

23 3. As set forth in the Settlement Agreement, “Aggrieved Employees” includes: all  
24 current and former nonexempt, California resident truck drivers employed by Defendants in  
25 California during the PAGA Period (November 4, 2021, through October 31, 2024).

26 4. The class action settlement set forth in the Settlement Agreement between  
27 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the  
28 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only  
to any objections that may be raised at the Final Approval Hearing.

1           5.       For settlement purposes only, the Court appoints Plaintiff Mark Suarez as Class  
2 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

3           6.       The Court approves ILYM Group, Inc. to act as the Administrator.

4           7.       The Court approves, as to form and content, the Class Notice and finds that the  
5 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.  
6 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the  
7 proposed settlement terms and of their options, including: (1) the nature of the action, the  
8 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;  
9 (2) Named Plaintiff's and Class Counsel's applications for the Class Representative Service  
10 Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to  
11 determine the Class Member's estimated Individual Class Payment; (4) Class Members' rights to  
12 appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out  
13 request if a Class Member wishes to do so; and (6) how to obtain additional information  
14 regarding the action and the Settlement. Counsel for the Parties are authorized to correct  
15 typographical errors and make clarifications, to the extent the same are found or needed, so long  
16 as such corrections do not materially alter the substance of the documents.

17           8.       The Court approves the procedure for Class Members to participate in, request  
18 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement  
19 and the Class Notice.

20           9.       The Court finds that the deadlines and method set forth in the Settlement  
21 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the  
22 best notice practicable under the circumstances, constitute due and sufficient notice to all persons  
23 entitled to notice, and otherwise satisfy the requirements of California law and due process.

24           10.      The Court directs the Settlement Administrator to perform address verification  
25 measures and mail the Class Notice by first class mail to the Class Members as set forth in the  
26 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement  
27 Agreement and in conformity with this Order. The Parties are also ordered to carry out the  
28 Settlement according to the terms of the Settlement Agreement.

11. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until 30 days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

12. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member/Aggrieved Employee, as set forth in the Settlement Agreement.

13. The following dates shall govern for purposes of this settlement:

|                                             |                                                                                                                                     |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| November 4, 2025                            | Preliminary Approval (PA) hearing                                                                                                   |
| December 3, 2025                            | <u>29 days after PA</u> : Deadline for Administrator to complete first mailing of the Notice                                        |
| January 2, 2026                             | <u>30 days after mailing Notice</u> : Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement. |
| 16 court days before Final Approval hearing | Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.   |
| 9 court days before Final Approval hearing  | Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.         |
| 5 court days before final approval hearing  | Deadline for filing of any written reply to opposition Motion for Final Approval                                                    |
| Date: _____<br>Time: _____                  | Final Approval Hearing ( <i>proposed date of February 22, 2026</i> )                                                                |

14. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to award to Class Counsel; and (3) the amount of the Class Representative Service Payment. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees,

1 litigation costs, Class Representative's Service Payment, Administration Costs, and payment to  
2 LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set  
3 by the Code of Civil Procedure and the California Rules of Court.

4 16. Neither this Order, the Settlement Agreement, nor any document referred to  
5 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement  
6 may be construed as, or may be used as an admission by or against Defendants or any of the  
7 other Released Parties (as defined in the Settlement Agreement) of any fault, wrongdoing or  
8 liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any  
9 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to  
10 be evidence of, an admission or concession with regard to the denials or defenses by Defendants  
11 or any of the other Released Parties and shall not be offered in evidence in any action or  
12 proceeding against Defendants or any of the Released Parties in any court, administrative agency  
13 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,  
14 the Settlement Agreement, or any related agreement or release.

15 17. The Court may, for good cause shown, extend any of the deadlines set forth in  
16 this Order.

17 18. In the event that the Settlement Agreement does not receive final approval or the  
18 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and  
19 shall be vacated.

20 19. Pending the Final Approval hearing, all proceedings in this action, other than  
21 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this  
22 Order, are stayed.

23 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures  
24 in connection with the administration of the Settlement which are not materially inconsistent  
25 with either this Order or the terms of the Settlement.

26 IT IS SO ORDERED.

27 Date: \_\_\_\_\_

28 \_\_\_\_\_  
Judge of the Superior Court