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**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 Memorandum of Points and
Authorities, the Declaration of Kane Moon, the
Declaration of Plaintiff Dejon Marquis Bennett,
the Declaration of Lisa Mullins, Declaration of
[Defendant]]*

PRELIMINARY APPROVAL HEARING:

Date: June 12, 2025

June 13, 2025

June 15, 2025

June 16, 2025

June 17, 2025

Time: 9:00 a.m.

Dept.: 10A

Action Filed: June 29, 2023

FAC Filed: September 25, 2023

Trial Date: Not Set

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1 Counsel Litigation Expenses Payment, for reimbursement of actual litigation costs of not more
2 than \$25,000.00.

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

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

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Class”): all current and former hourly-paid or non-exempt employees of Defendant in
20 California employed during the Class Release Period. The “Class Release Period” means the
21 period from June 29, 2019, through either (a) the date of the Court’s preliminary approval of class
22 settlement, or June 4, 2025, whichever is sooner. 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,

¶ 5.):

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

b. Plaintiff’s Release.

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

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

c. Release by Participating Class Members. The claims to be released by the Settlement Class Members as to the Released Parties include all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the operative complaint in the Action for: (1) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (2) failure to pay overtime wages under Labor Code Sec. 510, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor 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 ¶ 5.2.)

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. To the extent actual costs are less and/or the final amounts awarded
3 for fees and/or costs are less than the amounts requested, the remainder will be retained in the Net
4 Settlement Amount for distribution to Participating Class Members.

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

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

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

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

21 15. The Court orders the following Implementation Schedule:

22 Defendant to provide the Administrator 23 with the Class Data	Within 21 calendar days after preliminary approval is granted
24 Administrator to mail the Class Notice	25 Within 14 calendar days after receiving the Class Data
26 Response Deadline for Class Members	27 Within 60 calendar days after mailing (extended by 14 calendar days for any 28 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	

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: _____

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