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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

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

**DECLARATION OF PLAINTIFF DEJON
MARQUIS BENNETT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities, the Declarations of Kane Moon,
and the Declaration of Plaintiff Lisa Mullins]*

PRELIMINARY APPROVAL HEARING

Date:

Time:

Dept. 10A

Action Filed: June 29, 2023

FAC Filed: September 25, 2023

Trial Date: Not Set

DECLARATION OF DEJON MARQUIS BENNETT

I, Dejon Marquis Bennett, declare as follows:

1. I am the named Plaintiff in this case. I was previously employed by Interstate Truck Center, LLC. As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I was employed by Interstate Truck Center (“ITC” or “Defendant”) as a non-exempt clean-up worker/janitor in ITC’s body shop from approximately April 2019 to June 2020. Throughout my employment, I typically worked five days each week, and in excess of eight hours each workday.

3. During my employment with Defendant, I realized that their wage and hour practices placed employees, including me, at a disadvantage. For instance, I was required to wait in line in order to clock in and out of work, as well as perform other work-related tasks off-the-clock and uncompensated. Additionally, I frequently could not take timely uninterrupted meal periods and rest breaks, and I was required to purchase tools and use my personal cellphone for work purposes without reimbursement.

COMMONALITY AND PREDOMINANCE

4. I believe that Defendant’s illegal wage and hour practices that affected me also affected all of its hourly employees. For instance, I believe the practice of not paying for all hours worked was common among all Defendant’s employees. I also believe other employees experienced problems with taking all their uninterrupted, 30-minute meal periods, taking all their rest breaks, and receiving reimbursement for work-related expenditures.

5. As a result of Defendant’s failing to compensate for all time worked and failing to provide legally compliant meal periods and rest breaks, other employees and I were subjected to these illegal wage and hour practices.

TYPICALITY AND ADEQUACY

6. I was employed by Defendant in a non-exempt position during the class period. Accordingly, I have brought this class action case on behalf of all other employees who are also or

were at some point classified as non-exempt during their employment with Defendant. I believe my alleged claims in this case impacted not only me but the entire class.

7. I believe that I have no conflicts of interest with other class members and have agreed to place Class interests above my own.

8. I also believe that I have no conflicts of interest with ILYM Group, Inc., which is the neutral entity that has been selected to administer the Settlement.

REASONABLENESS OF ENHANCEMENT PAYMENT

9. Throughout and prior to initiating this case, I engaged in lengthy conversations with my attorneys about all aspects of the case; identified potential witnesses and provided relevant documents to my attorneys, including policy documents and records I received from Defendant during my employment; promptly responded to all of my attorneys' inquiries about my employment with Defendant and provided first-hand information as to Defendant's practices, its ownership and corporate structure, and its wage-and-hour policies and practices; requested regular case updates from my attorneys; asked my attorneys questions so that I understood the legal process; discussed the mediation and proposed Settlement terms with my attorneys; and reviewed and signed the proposed Settlement.

10. In total, since the initiation of this action in June 2023, I spent approximately 20 to 30 of my personal hours to litigate this case.

11. I understand that the Settlement Agreement provides a payment to me in the amount of \$7,500.00. I also understand the Court needs to approve this amount. I believe that this amount is fair compensation to me for the claims I am releasing in this case, for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial risks I undertook with respect to agreeing to be the named Plaintiff in this case, including the negative impact this role may have on my current and future employability.

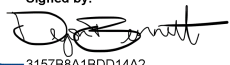
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

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Executed this 4/17/2025, at San Joaquin, California.

Signed by:

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Dejon Marquis Bennett