

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JACOB FILLMORE, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

INTER-STAT, INC. dba INTER-STAT
COOPERATIVE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV009170

*[Assigned for All Purposes to the Hon. Lauri
A. Damrell, Dept. 22]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: February 20, 2026

Time: 9:00 a.m.

Div.: 22

Action Filed: September 27, 2023

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Jacob Fillmore, Natalie Bolton, Kevon Moore, Benito
3 Ramirez, Ezell Gardner, and Keana Darrett’s (collectively “Plaintiffs”) Motion for Preliminary
4 Approval of Class Action and PAGA Settlement (“Motion”); the Declaration of John G. Yslas;
5 the Declaration of Jacob Fillmore; the Declaration of Natalie Bolton; the Declaration of Kevon
6 Moore; the Declaration of Benito Ramirez; the Declaration of Ezell Gardner; the Declaration of
7 Keana Darrett; the Declaration of Jodey Lawrence; and the Class Action and PAGA Settlement
8 Agreement (“Settlement Agreement”), and good cause appearing, the Court finds and orders as
9 follows:

10 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
11 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
12 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
13 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Inter-Stat, Inc.
14 DBA Inter-Stat Cooperative, Inc. (“Defendant”), attached to the Declaration of John G. Yslas
15 in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
16 as **Exhibit 4**.

17 2. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the Final Approval Hearing and final
20 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
21 \$498,330.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
22 a \$30,000.00 allocation toward civil penalties under the Private Attorneys General Act, 65% of
23 which (\$19,500.00) will be paid to California’s Labor & Workforce Development Agency and
24 35% of which (\$10,500.00) will be paid to eligible Aggrieved Employees; (c) a Class
25 Representative Service Payment of up to \$7,500.00 to Plaintiff Jacob Fillmore and a Class
26 Representative Service Payment of up to \$5,000.00 each to Plaintiffs Natalie Bolton, Kevon
27 Moore, Benito Ramirez, Ezell Gardner, and Keana Darrett; (d) Class Counsel’s attorneys’ fees,
28 not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be

1 \$166,110.00), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class
2 Counsel; and (e) Settlement Administration Costs of up to \$10,000.00.

3 3. The Court preliminarily finds that the terms of the Settlement appear to be within
4 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
5 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
6 and reasonable to the Class Members when balanced against the probable outcome of further
7 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
8 significant informal discovery, investigation, research, and litigation have been conducted such
9 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
10 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
11 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
12 the result of intensive, serious, and non-collusive negotiations between the Parties with the
13 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
14 that the Settlement Agreement was entered into in good faith.

15 4. A final approval hearing on the question of whether the proposed Settlement,
16 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
17 Service Payments should be finally approved as fair, reasonable and adequate as to the members
18 of the Class is hereby set in accordance with the Implementation Schedule set forth below.

19 5. The Court provisionally certifies for settlement purposes only the following class
20 (the "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-
21 exempt employee at any time during the Class Period."

22 6. "Class Period" means the period from September 27, 2019, through August 28,
23 2025.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 8. The Court appoints as Class Representatives, for settlement purposes only,
5 Plaintiffs Jacob Fillmore, Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardner, and
6 Keana Darrett. The Court further preliminarily approves Plaintiffs' ability to request a Class
7 Representative Service Payment for Plaintiff Jacob Fillmore of up to \$7,500.00 and a Class
8 Representative Service Payment of up to \$5,000.00 each to Plaintiffs Natalie Bolton, Kevon
9 Moore, Benito Ramirez, Ezell Gardner, and Keana Darrett.

10 9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
11 Harry Erganyan, Mariam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire
12 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's
13 ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount
14 (currently estimated to be \$166,110.00), and actual costs not to exceed \$35,000.00.

15 10. The Court appoints Phoenix Settlement Administrators as the Settlement
16 Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

17 11. The Court approves, as to form and content the Class Notice, attached to the
18 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
19 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
20 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
21 thereto.

22 12. Any Class Member who does not timely and validly request exclusion from the
23 Settlement may object to the Settlement Agreement.

24 13. The Parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

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