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

DENISE FLORES and AMANDA HICKS,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

J & P ASSET MANAGEMENT INC., an Ohio
Corporation; J&P HOSPITALITY
MANAGEMENT, LLC, an Ohio Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants

Case No: CIVSB2407059

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

Date: February 18, 2027

Time: 8:30am

Judge: Hon. Michael Sachs

Dept.: S28

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Michael Sachs of the Superior Court of the State
3 of California, in and for the County of San Bernardino, with the attorneys from the JCL Law Firm, APC,
4 and Zakay Law Group, APLC, as counsel for Plaintiffs Denise Flores and Amanda Hicks (“Plaintiffs”),
5 and counsel from Gordon Rees Scully Mansukhani appearing for Defendants J&P Asset Management,
6 Inc. and J&P Hospitality Management, LLC (“Defendants”). The Court, having carefully considered the
7 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Putative Class Action and PAGA Settlement
11 Agreement (“Agreement”), a true and correct copy of which is attached to the Declaration of Sydney
12 Castillo-Johnson, Esq., as **Exhibit “1.”** This is based on the Court’s determination that the Agreement
13 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California
14 Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants shall
18 pay is One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). It appears to the Court on
19 a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable to all
20 potential Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has

1 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
2 that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. The Agreement specifies for a payment of Attorneys' Fees awarded to Class Counsel in
6 the amount of up to thirty-three percent (33%) of the Gross Settlement Amount, currently estimated to
7 be Fifty-Nine Thousand, Four Hundred Dollars and Zero Cents (\$59,400.00) **and** reimbursement of
8 actually-incurred Litigation Costs not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00),
9 and proposed Class Representative Payment to the Class Representatives, Plaintiffs Denise Flores and
10 Amanda Hicks, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each
11 Plaintiff. While these awards appear to be within the range of reasonableness, the Court will not approve
12 the Attorneys' Fees, Litigation Costs, or the Class Representative Payment until the Final Approval
13 Hearing.

14 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 All current and former non-exempt employees of Defendants that worked
19 in the State of California at any time during February 1, 2020, and ending
20 November 20, 2026 ("Class Period").

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
23 Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest among
25 the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class
26 Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly
27 and adequately protect the interests of the Class Members; (e) a class action is superior to other available
28 methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as

counsel for the Class Representatives in their individual capacity and as the representatives of the Class Members.

8. The Court provisionally appoints Plaintiffs Denise Flores and Amanda Hicks as the representatives of the Class Members.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. and Sydney Castillo-Johnson, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. and Jackland K. Hom, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the proposed Class Notice attached to the Agreement as **Exhibit “A.”** The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the proposed Settlement, including Class Members’ right to be excluded from the Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially, in the manner and form set forth in the Agreement and this Order, meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints ILYM Group, Inc. as the Administrator. Within thirty (30) days after the end of the Class Period, Defendants will produce the Class Data to the Administrator, which includes each Class Member’s full name; last known address; Social Security Number; start and end dates of employment; and any other information the Administrator deems necessary to accurately calculate the number of Workweeks and Pay Period worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement of the Released Class Claims. Any Class Member may individually choose to opt out of and be excluded from the Settlement of the Released Class Claims as provided in the Class Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) days after the date the Class Notice is mailed to the Class

Members. Any such person who chooses to opt out of and be excluded from the Settlement of the Released Class Claims will not be entitled to an Individual Class Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. However, Requests for Exclusion do not apply to the Released PAGA Claims and will not exclude Aggrieved Employees from the release of Released PAGA Claims. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A Requests for Exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the Administrator mails the Class Notices to postmark their written objections to the Administrator.

14. A Motion for Final Approval Hearing shall be held on _____ at _____ a.m./p.m., in the Department S28 of the San Bernardino County Superior Court, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Attorneys' Fees, Litigation Costs, Class Representative Payment, PAGA Payment, Administration Expenses Payment, and Individual Class Payments to Settlement Class Members. A Motion for Attorneys' Fees, Litigation Costs, and Class Representative Payment shall also be held before this Court on _____ at _____ a.m./p.m., in Department S28 of the San Bernardino County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve the Attorneys' Fees, Litigation Costs and Class Representative Payment, and the Administration Expenses Payment. All papers in support of the Motion for Final Approval and the Motion for Attorneys' Fees, Litigation Costs and Class Representative Payment shall be filed with the Court and served on all counsel no later than sixteen (16)

1 court days before the hearing.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
3 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence
4 of, or used against Defendants as, an admission or indication in any way, including with respect to any
5 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
6 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
7 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
8 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
9 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
10 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
11 liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
18 Agreement with respect to the effect of the Agreement if it is not approved.

19 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
20 and all dates provided for in the Agreement without further notice to Class Members and retains
21 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

22 IT IS SO ORDERED.

23
24 Dated: _____

JUDGE OF THE SUPERIOR COURT