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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 08 2025

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

ALSHA JACKSON, an individual, FRANCISCO
CARRILLO GONZALEZ, an individual, on
behalf of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

AC PRO INC., a California corporation; and
DOES 1-50, Inclusive,

Defendants

Case No: CIVSB2407673

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

Date: November 6, 2025

Time: 8:30 a.m.

Judge: Hon. Jeffrey R. Erickson
Dept.: S14

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

2 This matter having come before the Honorable Jeffrey R. Erickson of the Superior Court of the
3 State of California, in and for the County of San Bernardino, with the attorneys from the JCL Law Firm,
4 APC, Zakay Law Group, APLC and The Wheeler Law Firm, APC, as counsel for Plaintiffs ALSHA
5 JACKSON, and FRANCISCO CARRILLO GONZALEZ ("Plaintiffs"), and counsel from Offit
6 Kurman, Attorneys At Law appearing for Defendant AC PRO, Inc. ("Defendant"). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good
8 cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
19 pay is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). It appears to the Court on
20 a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 potential Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
3 that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. The Agreement specifies a Class Counsel Award comprised of attorneys' fees awarded to
7 Class Counsel in the amount of up to thirty-five percent of the Gross Settlement Amount, currently
8 estimated to be Two Hundred Ninety-Seven Thousand Five Hundred Dollars and Zero Cents
9 (\$297,500.00) **and** reimbursement of actually-incurred costs not to exceed Twenty-Five Thousand
10 Dollars and Zero Cents (\$25,000.00), and proposed Service Award to the Class Representatives,
11 Plaintiffs Alsha Jackson and Francisco Carrillo Gonzalez, in an amount not to exceed Ten Thousand
12 Dollars and Zero Cents (\$10,000.00) each. While these awards appear to be within the range of
13 reasonableness, the Court will not approve the Class Counsel Award or the Service Award until the
14 Final Approval Hearing.

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

19 All current and former non-exempt employees who were employed by
20 Defendant, AC PRO, Inc. in the state of California, at any time during the
21 period between December 29, 2022, and April 20, 2025.

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

1 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
2 Counsel are qualified to act as counsel for the Class Representatives in their individual capacity and as
3 the representatives of the Class Members.

4 8. The Court provisionally appoints Plaintiffs Alsha Jackson and Francisco Carrillo
5 Gonzalez as the representatives of the Class Members.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC,
7 Shani Zakay, Esq. of Zakay Law Group, APLC, and Scott Ernest Wheeler, Esq. of The Wheeler Law
8 Firm, APC, as Class Counsel for the Class Members.

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

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. In
19 advance of this hearing, Defendant produced the Class Data to the Settlement Administrator, which
20 included each Class Member's full name; last known address; Social Security Number; start dates and
21 end dates of employment; and any other information necessary to accurately calculate the number of
22 Workweeks and Pay Periods worked by Class Members and Aggrieved Employees during the Class and
23 PAGA Periods. No later than ten (10) calendar days after the entry of this order, the Settlement
24 Administrator shall mail the Notice Packet to all identified, potential Class Members via first class U.S.
25 Mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be
28 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the

1 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the
2 Notice. All requests for exclusion or to opt out of the settlement must be postmarked or received by the
3 Response Deadline which is forty-five (45) calendar days after the date the Notice Packet is mailed to
4 the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after
5 the original Response Deadline. Any such person who chooses to opt out of and be excluded from the
6 Settlement of the Released Claims will not be entitled to an Individual Settlement Payment under the
7 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
8 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
9 Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual,
10 and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will
11 be deemed invalid.

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

18 14. A hearing on Plaintiffs' Motion for Final Approval and Plaintiffs' Motion for Class
19 Counsel Award and Service Award shall be held before this Court on 4/14/2026 at
20 8:30 AM/PM in Department S14 of the San Bernardino County Superior Court to determine
21 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
22 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
23 should be finally approved by the Court; whether an Order Granting Final Approval should be entered
24 herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate
25 and reasonable to the Class Members; and to finally approve the Class Counsel Award, Service Award,
26 the PAGA Payment, and the Settlement Administration Costs. All papers in support of the motion for
27 final approval and the motion for Class Counsel Award and Service Award shall be filed with the Court
28 and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

21 IT IS SO ORDERED.

22
23 Dated: DEC 8 2025


Jeffrey R. Erickson
JUDGE OF THE SUPERIOR COURT