

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff JOSEFINA LEON TAPIA,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

JOSEFINA LEON TAPIA, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

GEMPERLE EGG PACKING CO. INC. DBA
GEMPERLE FAMILY FARMS, a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-25-001398

[Assigned for all purposes to Hon. John R
Mayne]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Date: April 28, 2026
Time: 8:30 a.m.
Courtroom: Dept. 21
Judge: Hon. John R Mayne

Action Filed: February 11, 2025
Trial: Not Set

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

2 This matter came on for hearing on April 28, 2026, upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Settlement”, “Settlement
5 Agreement” or “Agreement”) *see* Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Final
6 Approval of Class and PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 On December 18, 2025, the Court entered the order granting preliminary approval of class and
8 PAGA representative action settlement (“Preliminary Approval Order”), thereby preliminarily approving
9 the Settlement.

10 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
11 oral argument, and good cause appearing,

12 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 1. This Order incorporates by reference the definitions in the Agreement, and all capitalized
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 2. The Court finds that the terms of the proposed Settlement are fair, reasonable, and
16 adequate, pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769, et
17 seq. have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
18 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
19 Approval Order.

20 3. The following persons are certified as Class Members solely for the purpose of entering
21 a settlement in this matter:

22 All persons who worked for Defendants, or either of them, in California as an hourly
23 paid, non-exempt employee during the Class Period (the “Class Period” is from
24 February 11, 2021 through June 1, 2025). “Participating Class Members” are those
Class Members who do not submit timely exclusion requests to the Settlement
Administrator. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

25 4. The following persons are PAGA Group Employees for the purpose of entering a
26 settlement in this matter:

27 All persons who worked for Defendants, or either of them, in California as an hourly
28 paid, non-exempt employee during the PAGA Period. (the “PAGA Period” is February

11, 2024 through June 1, 2025.) PAGA Group Members cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31.)

5. The Notice of Class and PAGA Action Settlement (“Notice”), that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

6. No Class Members submitted any Requests for Exclusion, Notices of Objection or Workweek Disputes.

7. The Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of Notices of Objection from the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

8. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a valid and timely Request for Exclusion (“Participating Class Members”) and PAGA Group

1 Employees are bound by this Final Approval Order and Judgment.

2 9. The Released Class Claims are as set forth in the Settlement Agreement and Notice.

3 10. The Released PAGA Claims are as set forth in the Settlement Agreement and Notice.

4 11. Plaintiff JOSEFINA LEON TAPIA is appointed as the Class Representative. The Court
5 finds that the Service Payment sought is fair and reasonable for the work performed by Plaintiff on
6 behalf of the Class, the State of California, and the PAGA Employees. It is hereby ordered that the
7 Settlement Administrator issue payment in the amount of **\$10,000.00** to Plaintiff for her Service
8 Payment, according to the terms set forth in the Settlement Agreement.

9 12. The Court appoints ILYM GROUP, INC. to act as the Settlement Administrator,
10 pursuant to the terms set forth in the Agreement. The Court finds that payment of Settlement
11 Administration Fees in the amount of \$7,950.00 is appropriate for the services performed and costs
12 incurred and to be incurred for the notice and settlement administration process. It is hereby ordered
13 that the Settlement Administrator, ILYM GROUP, INC., shall issue payment to itself in the amount of
14 **\$7,950.00**, in accordance with the terms set forth in Settlement Agreement.

15 13. The Court finds that the allocation of **\$40,000.00** toward penalties under the California
16 Private Attorneys General Act of 2004 ("PAGA Payment") is fair, reasonable, and appropriate, and
17 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
18 amount of **\$26,000.00** to the California Labor and Workforce Development Agency ("LWDA
19 Payment"), and the amount of **\$14,000.00** to be distributed on a pro rata basis to PAGA Employees,
20 according to the terms set forth in the Settlement Agreement.

21 14. The Court appoints Tunyan Law, APC as counsel for the Class ("Class Counsel"). The
22 Court finds that the request for attorneys' fees in the amount of \$141,666.67 to Class Counsel falls within
23 the range of reasonableness, and the results achieved justify the award sought. The requested attorneys'
24 fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered
25 that the Settlement Administrator issue payment in the amount of **\$141,666.67** to Class Counsel for
26 attorneys' fees, in accordance with the terms set forth in the Settlement Agreement.

27 15. The Court finds that reimbursement of litigation costs and expenses in the amount of
28 \$13,846.96 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement

1 Administrator issue payment in the amount of **\$13,846.96** to Class Counsel for reimbursement of
2 litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

3 16. The court hereby orders the Settlement Administrator to pay Defendants' portion of
4 payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that
5 constitute wages from Gross Settlement Amount to pay said amounts to the required State and Federal
6 agencies on behalf of Defendants and the Participating Class Members.

7 17. The Court hereby enters Judgment by which Participating Class Members shall be
8 conclusively determined to have given a release of any and all Released Class Claims against the
9 Released Parties, and all PAGA Members shall be bound by the Settlement and may not recover PAGA
10 penalties for any alleged violation covered by the Settlement Agreement. See *Arias v. Superior Court*
11 (2009) 46 Cal.4th 969.

12 18. Any settlement checks that are provided to the Class Members and remain uncashed after
13 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the Cy Pres
14 recipient Sierra Vista Child and Family Services subject to the requirements of California Code of Civil
15 Procedure § 384(b) (the "Cy Pres Recipient").

16 19. Sierra Vista Child and Family Services is approved as a Cy Pres Recipient.

17 20. Defendants shall pay the Gross Settlement Amount pursuant to the timeline and
18 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
19 disburse the funds in accordance with the Settlement Agreement and the Notice.

20 21. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
21 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested
23 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
24 in connection with the distribution of settlement benefits.

25 22. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
26 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
27 on the Settlement Administrator's website for a period of at least ninety (90) calendar days after the date
28 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

1 23. A Final Compliance Hearing is set for -----, 2027 at 8:30 a.m. in Department 21
2 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354. Class
3 Counsel shall submit a final accounting report in the form of a declaration from the Settlement
4 Administrator regarding the status of the settlement administration at least nine (9) court days prior to the
5 Final Compliance Hearing.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Hon. John R Mayne
STANISLAUS COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

***Attorneys for Defendants GEMPERLE EGG PACKING CO. INC. and GEMPERLE BROS.
DBA GEMPERLE FAMILY FARMS***

Executed on March 31, 2026, at Glendale, California.

Signature