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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

KARINA A. SANTOYO, as an individual and on  
behalf of all employees similarly situated,

Plaintiff,

v.

ALLIED HIGH TECH PRODUCTS, INC., a  
California Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 25STCV20927

[Assigned for all purposes to Hon. Theresa  
M. Traber, Dept. 1]

**CLASS AND PAGA REPRESENTATIVE  
ACTION**

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

Date: December 14, 2026

Time: 10:30 a.m.

Courtroom: Dept. 1

Judge: Hon. Theresa M. Traber

Action Filed: July 15, 2025

Trial Date: Not Set

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

2 This matter came on for hearing on December 14, 2026, upon the Motion for Preliminary  
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND  
4 PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement”) *see*  
5 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and  
6 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this  
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,  
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings  
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are  
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

14 3. The Court finds that the Settlement has been reached as a result of intensive, serious and  
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
16 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate  
17 their respective positions. The Court also finds that settlement at this time will avoid additional  
18 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
19 of the action. The Court finds that the risks of further prosecution are substantial.

20 4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for  
21 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears  
22 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.  
23 The Class meets the requirements for conditional certification for settlement purposes only under Code  
24 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed  
25 settlement Class of the terms of the proposed settlement.

26 5. The Parties’ proposed notice plan is constitutionally sound because individual notices  
27 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the  
28 best notice practicable. The Parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is

1 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,  
2 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not  
3 to participate in the settlement, and the processes for doing so, and the date and location of the final  
4 approval hearing and are therefore approved.

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

7               All current and former non-exempt employees of Defendant who worked for Defendant  
8 in California at any time during the Class Period (the “Class Period” is from July 15,  
9 2021 through the date the Court grants preliminary approval of this settlement or 60  
10 days from July 1, 2026, whichever is earlier, or as modified under Paragraph 8 of  
11 Settlement.) “Participating Class Members” are those Class Members who do not  
12 submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 1.5,  
13 1.12, 1.35.)

14         7.       The following persons are PAGA Group Employees for the purpose of entering a  
15 settlement in this matter:

16               All current and former non-exempt employees of Defendant who worked for Defendant  
17 in California at any time during the PAGA Period. (the “PAGA Period” is from July  
18 15, 2024 through the date the Court grants preliminary approval of this settlement or 60  
19 days from July 1, 2026, whichever is earlier, or as modified under Paragraph 8 of  
20 Settlement.) PAGA Group Members cannot opt out of the settlement of the PAGA  
21 claim. (Settlement, ¶¶ 1.4, 1.31.)

22         8.       Plaintiff KARINA A. SANTOYO is appointed as the Class Representative. The Court  
23 finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation  
24 and have no conflicts of interest with absent Class Members, and that they adequately represented the  
25 interests of absent class members in the Litigation. TUNYAN LAW, APC is appointed Class Counsel.

26         9.       The Court appoints Phoenix Class Administration Solutions to act as the Settlement  
27 Administrator, pursuant to the terms set forth in the Agreement.

28         10.       Defendant is directed to provide the Settlement Administrator the names and most  
recent known mailing addresses of Class Members and any other information required in accordance  
with the Agreement (the “Class Data”).

       11.       The Settlement Administrator is directed to mail the approved Class Notice by first-  
class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement

1 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the  
2 correct time and place for the Final Approval Hearing.

3 12. Class Members will be bound by the Agreement unless they submit a timely and valid  
4 written request to be excluded from the Settlement, postmarked by the response deadline. Any request  
5 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class  
6 members are not required to send copies of their Exclusion request to counsel. The Settlement  
7 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every  
8 Exclusion request received by the Settlement Administrator.

9 13. To be considered, Class Members must timely submit and serve their written objections  
10 in accordance with the Agreement to the Administrator.

11 14. Upon completion of the Notice process, the Settlement Administrator shall provide a  
12 report of the results of that process to Counsel for all Parties.

13 15. A final approval hearing will be held on \_\_\_\_\_, 2027, at  
14 \_\_\_\_\_, in Department 1, to determine whether the settlement should be granted final approval as  
15 fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence  
16 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or  
17 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
18 and this Order.

19 16. As set forth in the Notice, any Class Member may appear at the final approval hearing in  
20 person or by his or her own attorney or virtually via <https://lacc.lacourt.org/termsfuse> and show cause  
21 why the Court should not approve the settlement.

22 17. The Court reserves the right to continue the date of the final approval hearing without  
23 further notice to Class Members.

24 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing  
25 of the motion for final approval.

26 19. The Court retains jurisdiction to consider all further applications arising out of or in  
27 connection with the settlement.

28 20. In the event that the Settlement does not become effective in accordance with the terms

1 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent  
2 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders  
3 entered and releases delivered in connection herewith shall be null and void to the extent provided by and  
4 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation  
5 of the Actions.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Theresa M. Traber  
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,  
7 Glendale, CA 91203.

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

12 Shaun Voigt  
13 [svoigt@fisherphillips.com](mailto:svoigt@fisherphillips.com)  
14 Harrison M. Thorne  
15 [hthorne@fisherphillips.com](mailto:hthorne@fisherphillips.com)  
16 Melissa Huether  
17 [mhuether@fisherphillips.com](mailto:mhuether@fisherphillips.com)  
18 **FISHER & PHILLIPS LLP**  
19 2050 Main Street, Suite 1000 Irvine,  
20 California 92614  
21 Telephone: (949) 851-2424

22 **Attorneys for Defendant ALLIED HIGH TECH PRODUCTS, INC.**

23 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the  
24 parties to accept electronic service, I caused the documents to be sent to the persons  
25 at the electronic service addresses listed above via third-party cloud service  
26 **CASEANYWHERE**. I did not receive an error message.

27 I declare under penalty of perjury under the laws of the State of California that the  
28 above is true and correct.

Executed on August 6, 2026 at Glendale, California.

29 Roxana Carranza

30 Name



31 Signature