

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 ROBERTO VAZQUEZ,
as an individual and on behalf of all employees similarly situated

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

ROBERTO VAZQUEZ, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

CALIFORNIA ART PRODUCTS LLC, a
California Limited Liability Company; and DOES 1
through 50, inclusive,
Defendants.

Case No.: 25STCV31937

[Assigned for all purposes to Hon. Carolyn
B. Kuhl, Dept. SSCDept12]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Date: September 23, 2026
Time: 10:30 a.m.
Courtroom: SSCDept12
Judge: Hon. Carolyn B. Kuhl

Complaint Filed: October 29, 2025
FAC Filed: January 5, 2026
Trial: None Yet Set

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

2 This matter came on for hearing on September 23, 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 SETTLEMENT AGREEMENT (the “Agreement”) *see* Declaration of Lilit Tunyan in Support of
5 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement
6 [“Tunyan Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Class Notice process, having reviewed the entire record on
8 this Action, having heard the argument of Counsel for respective Parties, if any, and good cause
9 appearing, 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 Approval
23 Hearing. The Class meets the requirements for conditional certification for settlement purposes only
24 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of
25 the proposed settlement Class of the terms of the proposed Settlement.

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

1 A, is sufficient to inform Class Members of the terms of the Settlement, their rights under the
2 Settlement, their right to object to the Settlement, their right to receive a payment under the Settlement
3 or elect not to participate in the class portion of the Settlement, and the processes for doing so, and the
4 date and location of the Final Approval Hearing, and is 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 individuals who were employed by Defendant as hourly, nonexempt employees in
8 California at any time during the Class Period (the “Class Period” is from October 29,
9 2021 through September 12, 2026, or as modified under Paragraph 4.1 of the
10 Settlement Agreement). “Participating Class Members” are those Class Members who
do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶
1.5, 1.12, 1.34.)

11 7. The following persons are PAGA Group Members (Aggrieved Employees) for the
12 purpose of entering a Settlement in this matter:

13 All individuals who were employed by Defendant as hourly, nonexempt employees in
14 California at any time during the PAGA Period (the “PAGA Period” is from October
15 29, 2024 through September 12, 2026, or as modified under Paragraph 4.1 of the
Settlement Agreement). PAGA Group Members cannot opt out of the settlement of the
PAGA claim. (Settlement, ¶¶ 1.4, 1.30, 7.5.4.)

16 8. Plaintiff ROBERTO VAZQUEZ is appointed as the Class Representative for settlement
17 purposes. The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour
18 class action litigation and have no conflicts of interest with absent Class Members, and that they
19 adequately represented the interests of absent Class Members in the Action. TUNYAN LAW, APC is
20 appointed Class Counsel for settlement purposes.

21 9. The Court appoints Phoenix Settlement Administrators to act as the Settlement
22 Administrator, pursuant to the terms set forth in the Agreement.

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

26 11. The Settlement Administrator is directed to mail the approved Class Notice by first-
27 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement
28

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 class portion of the Settlement, postmarked by the Response
5 Deadline. Any Request for Exclusion shall be submitted to the Settlement Administrator rather than
6 filed with the Court. Class Members are not required to send copies of their Request for Exclusion to
7 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration
8 authenticating a copy of every Request for Exclusion received by the Settlement Administrator.

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

11 14. Upon completion of the Class Notice process, the Settlement Administrator shall
12 provide a 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 SSCDept12, to determine whether the Settlement should be granted final
15 approval as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all
16 evidence and arguments necessary to evaluate the Settlement. Class Members and their counsel may
17 support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the
18 Class Notice and this Order.

19 16. As set forth in the Notice, any Class Member may appear at the Final Approval Hearing
20 in 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 Action.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Hon. Carolyn B. Kuhl
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
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 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 to
11 interested parties as follows and as stated on the attached service list:

12 Katherine C. Den Bleyker
13 kdenbleyker@ohaganmeyer.com

14 William B. Richards, Jr.
15 wrichards@ohaganmeyer.com

16 Patrick Lee
17 patricklee@ohaganmeyer.com

18 Teresa Armendariz
19 TArmendariz@ohaganmeyer.com

20 Maya Smith
21 mayasmith@ohaganmeyer.com

22 **O'HAGAN MEYER LLP**
23 550 S. Hope Street, Suite 2400
24 Los Angeles, California 90071
25 Telephone: 213.647.0005
26 Facsimile: 213.647.1799

27 ***Attorneys for Defendant CALIFORNIA ART PRODUCTS LLC***

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

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

Executed on August 12, 2026, at Glendale, California.

Roxana Carranza
Name


Signature