

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

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff ROBERTO GOMEZ, as an individual
and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

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

Plaintiff,

v.

SIGMA COMPANIES INTERNATIONAL
CORP., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2404346

[Assigned for all purposes to Hon. Christian
Towns]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Date: April 23, 2026
Time: 8:30 a.m.
Courtroom: Dept. S-26
Judge: Hon. Christian Towns

Action Filed: January 31, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on April 23, 2026, upon the Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement” or “Settlement”) *see* Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

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

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

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

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

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

5. The Parties’ proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the 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 persons who are employed or have been employed as an hourly employee by
8 Defendant, including current and former non-exempt staffing agency employees who
9 worked for Defendant, in the State of California during the Class Period (the “Class
10 Period” is from January 31, 2020 through the date the Court grants preliminary
11 approval of this settlement or as modified under Paragraph 8.) “Participating Class
12 Members” are those Class Members who do not submit timely exclusion requests to the
13 Settlement Administrator. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

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

16 All persons who are employed or have been employed as an hourly employee by
17 Defendant, including current and former non-exempt staffing agency employees who
18 worked for Defendant, in the State of California and who worked one or more pay
19 periods during the PAGA Period (the “PAGA Period” is from January 31, 2023 through
20 the date the Court grants preliminary approval of this settlement or as modified under
21 Paragraph 8.) PAGA Group Members cannot opt out of the settlement of the PAGA
22 claim. (Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

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

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

 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 Database”).

1 11. The Settlement Administrator is directed to mail the approved Class Notice by first-
2 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement
3 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the
4 correct time and place for the Final Approval Hearing.

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

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

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

15 15. A final approval hearing will be held on _____, 2026, at
16 _____, in Department S-26, to determine whether the settlement should be granted final approval
17 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
18 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
19 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
20 and this Order.

21 16. As set forth in the Notice, any Class Member may appear at the final approval hearing
22 in person or by his or her own attorney or virtually via Zoom ([https://www.sb-](https://www.sb-court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf)
23 [court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf](https://www.sb-court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf)) and
24 show cause why the Court should not approve the settlement.

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

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

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

3 20. In the event that the Settlement does not become effective in accordance with the terms
4 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
5 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
6 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
7 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
8 of the Actions.

9
10 **IT IS SO ORDERED.**

11
12 Dated: _____

Hon. Christian Towns
SAN BERNARDINO 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 355 S. Grand Ave., Suite 1450
Los Angeles, CA 90071. On December 22, 2025, I served the foregoing document described as:

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

9 X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 David A. Garcia
david.garcia@ogletree.com
12 Hailey Tull
hailey.tull@ogletreedeakins.com
13 Susan Susebach
susan.susebach@ogletreedeakins.com
14 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
695 Town Center Drive, Suite 1500
Costa Mesa, CA 92626
Telephone: 714-800-7982

16 **Attorneys for Defendant SIGMA COMPANIES INTERNATIONAL CORP.**

17 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
18 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with
19 the firm’s practice of collection and processing correspondence for mailing. Under that
20 practice it would be deposited with U.S. postal service on that same day with postage
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
21 aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

22 X (State) I declare under penalty of perjury under the laws of the State of
23 California that the above is true and correct.

24 Executed on December 22, 2025 at Glendale, California.

25 Ivette Hernandez
26 Name

Signature