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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. Kevin C Lee]

CLASS AND PAGA REPRESENTATIVE ACTION

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

Date:	September 24, 2026
Time:	8:30 a.m.
Courtroom:	Dept. S-26
Judge:	Hon. Kevin C Lee
Action Filed:	January 31, 2024
Trial Date:	Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on September 24, 2026, upon the Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA REPRESENATIVE 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).

On April 24, 2026, the Court entered the order granting preliminary approval of class and PAGA representative action settlement ("Preliminary Approval Order"), thereby preliminarily approving the Settlement.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing:

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

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

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

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

> All persons who are employed or have been employed as an hourly employee by Defendant, including current and former non-exempt staffing agency employees who worked for Defendant, in the State of California during the Class Period (the "Class Period" is from January 31, 2020 through April 24, 2026.) "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.)

> The following persons are Aggrieved Employees or PAGA Group Employees for the purpose of entering a settlement in this matter:
>
> All persons who are employed or have been employed as an hourly employee by Defendant, including current and former non-exempt staffing agency employees who

worked for Defendant, in the State of California and who worked one or more pay periods during the PAGA Period (the "PAGA Period" is from January 31, 2023 through April 24, 2026.) PAGA Group Members cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

4. The Notice of Class and PAGA Action Settlement, Request for Exclusion and Objection form ("Notice Packet"), 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 Packet fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Member Felix Sanchez submitted a request for exclusion on June 20, 2026. No other requests for exclusion have been received from Class Members.

6. No Class Members submitted any 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 Tunyan Law, APC and The Sentinel Firm, APC ("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 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, and all Class Members and other persons wishing to be heard have been heard. 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 Employees are bound by this Final Approval Order and Judgment.

9. The Released class claims are as set forth in the Settlement Agreement and Notice.

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

11. The Gross Settlement Amount is $ 285,000.00 (plus Defendant's employer share of taxes), from which the following estimated awards shall be deducted: $10,000.00 for Service Payment to Plaintiff, $95,000.00 for attorneys' fees, $21,297.53 in litigation costs, $5,500.00 in administration costs, and $25,000 as a PAGA Allocation (with 75% ($18,750.00 allocated to LWDA and 25% ($6,250.00) to PAGA Employees). The remaining Net Class Settlement Amount (which excludes the employer share of taxes and PAGA allocation to Aggrieved Employees) of at least $128,202.47 shall be paid to the Class Members in accordance with the terms of the Settlement Agreement. PAGA Group Employees will receive $6,250. The Court finally approves the estimated Net Settlement Payment of at least $134,452.47 to Class Members and PAGA Group Employees in accordance with the distribution formulas provided in the Settlement Agreement.

12. Plaintiff ROBERTO GOMEZ is appointed as the Class Representative. The Court finds that the Service Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and the PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of **$10,000.00** to Plaintiff for his Service Payment, according to the terms set forth in the Settlement Agreement.

13. The Court appoints Phoenix Class Action Administration Solutions to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement. The Court finds that payment of Settlement Administration Fees in the amount of $5,500.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration Solutions shall issue payment to itself in the amount of **$5,500.00**, in accordance with the terms set forth in Settlement

Agreement.

14. The Court finds that the allocation of **$25,000.00** toward penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment") is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of **$18,750.00** to the California Labor and Workforce Development Agency ("LWDA Payment"), and the amount of **$6,250.00** to be distributed on a pro rata basis to PAGA Group Employees, according to the terms set forth in the Settlement Agreement.

15. The Court appoints TUNYAN LAW, APC and THE SENTINEL FIRM, APC as counsel for the Class ("Class Counsel"). The Court finds that the request for attorneys' fees in the amount of $95,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of **$95,000.00** to Class Counsel for attorneys' fees, in accordance with the terms set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of $21,297.53 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of **$21,297.53** to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

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

18. Any settlement checks that are provided to Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the directed to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

19. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll

taxes in connection with the wages portion of the Settlement shares pursuant to the timeline and procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall disburse the funds in accordance with the Settlement Agreement and the Notice.

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

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

22. A Final Compliance Hearing is set for ----------, 2027 at 8:30 a.m. in Department S-26 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415. Class Counsel shall submit a final accounting report in the form of a declaration from the Settlement Administrator regarding the status of the settlement administration at least nine (9) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Kevin C Lee
SAN BERNARDINO SUPERIOR COURT JUDGE

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd., Suite 4700 Los Angeles, CA 90017. On August 18, 2026, I served the foregoing document described as:

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

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

David A. Garcia
david.garcia@ogletree.com
Hailey Tull
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Susan Susebach
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OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
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Costa Mesa, CA 92626
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Attorneys for Defendant SIGMA COMPANIES INTERNATIONAL CORP.

[✓] **BY U.S. MAIL**: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that 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 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.

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

Executed on August 20, 2026 at Glendale, California.

Ivette Hernandez _____
Name

_____
Signature