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as an individual and on behalf of all employees similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF STANISLAUS**

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

12 Plaintiff,

13 v.

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

17 Defendants.

Case No.: CV-25-001398

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

**CLASS AND PAGA REPRESENTATIVE  
ACTION**

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

Date: December 18, 2025  
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 December 18, 2025, 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 persons who worked for Defendants, or either of them, in California as an hourly  
8 paid, non-exempt employee during the Class Period (the "Class Period" is from  
9 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.)

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

12 All persons who worked for Defendants, or either of them, in California as an hourly  
13 paid, non-exempt employee during the PAGA Period. (the "PAGA Period" is February  
14 11, 2024 through June 1, 2025.) PAGA Group Members cannot opt out of the  
settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31.)

15 8. Plaintiff JOSEFINA LEON TAPIA is appointed as the Class Representative.

16 9. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and  
17 hour class action litigation and have no conflicts of interest with absent Class Members, and that they  
18 adequately represented the interests of absent class members in the Litigation. TUNYAN LAW, APC  
19 is appointed Class Counsel.

20 10. The Court appoints ILYM GROUP, INC. to act as the Settlement Administrator,  
21 pursuant to the terms set forth in the Agreement.

22 11. Defendant is directed to provide the Settlement Administrator the names and most  
23 recent known mailing addresses of Class Members and any other information required in accordance  
24 with the Agreement (the "Class Database").

25 12. The Settlement Administrator is directed to mail the approved Class Notice by first-  
26 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement  
27  
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 13. Any settlement checks that are provided to the Class Members and remain uncashed after  
4 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the Cy Pres  
5 recipient Sierra Vista Child and Family Services subject to the requirements of California Code of Civil  
6 Procedure § 384(b) (the "Cy Pres Recipient"). Sierra Vista Child and Family Services is approved as a  
7 Cy Pres Recipient.

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

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

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

18 17. A final approval hearing will be held on 4/20, 2026, at  
19 9:30a in Department 21, to determine whether the settlement should be granted final approval  
20 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence  
21 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or  
22 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
23 and this Order.

24 18. As set forth in the Notice, any Class Member may appear at the final approval hearing in  
25 person or by his or her own attorney or virtually via VCourt using the link  
26 <https://stanct.portalscloud.com/VCourt/> and show cause why the Court should not approve the  
27 settlement.  
28

1           19.     The Court reserves the right to continue the date of the final approval hearing without  
2 further notice to Class Members.

3           20.     Class Counsel shall give notice to any objecting party of any continuance of the hearing  
4 of the motion for final approval.

5           21.     The Court retains jurisdiction to consider all further applications arising out of or in  
6 connection with the settlement.

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

13  
14 **IT IS SO ORDERED.**

15  
16 Dated: 12/10/15

  
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Hon. John R. Mayne  
STANISLAUS COUNTY SUPERIOR COURT JUDGE