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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JONNY FRANCO RAMIREZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

TRENDNET, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 24STCV16332
Related Case No.: 25LBCV02386

*[Assigned for all purposes to the Hon. Elihu
M. Berle, Dept. 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: August 4, 2026
Time: 9:00 a.m.
Dept: 6

Complaint filed: June 28, 2024
Trial date: None Set

1 **[PROPOSED] ORDER**

2 The Court has before it Plaintiff Jonny Franco Ramirez’s (“Plaintiff”) Motion for
3 Preliminary Approval of Class Action and PAGA Settlement (the “Motion”). The Court has
4 reviewed the Motion, the accompanying papers, and the Class Action and PAGA Settlement
5 Agreement and Class Notice (the “Agreement”). Good cause appearing, the Court hereby finds
6 and **ORDERS** as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Class (as defined below) based
10 upon the terms set forth in the Agreement between Plaintiff and Defendant Trendnet, Inc.
11 (“Defendant”) (collectively, the “Parties”). A true and correct copy of the Agreement is attached
12 to the Declaration of Lucy Nguyen in Support of Plaintiff’s Motion for Preliminary Approval
13 of Class Action and PAGA Settlement as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement that could
15 ultimately be given final approval by this Court and appears to be presumptively valid, subject
16 only to any objections that may be raised at the Final Approval Hearing and final approval by
17 this Court. The Court notes that Defendant has agreed to create a common fund of \$125,000.00
18 (the “Gross Settlement Amount”) to cover (a) Individual Class Payments to Class Members who
19 do not validly opt out; (b) a \$6,250.00 payment (“PAGA Penalties”) to settle claims for civil
20 penalties under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*,
21 allocated 65% (\$4,062.50) to the Labor and Workforce Development Agency (“LWDA”) (the
22 “LWDA PAGA Payment”) and 35% (\$2,187.50) to eligible “Aggrieved Employees” (as defined
23 in the Agreement); (c) a service award of up to \$10,000.00 to Plaintiff (“Class Representative
24 Service Payment”); (d) Class Counsel’s attorneys’ fees not to exceed one-third of the Gross
25 Settlement Amount (\$41,250.00) (“Class Counsel Fees Payment”), and up to \$27,500.00 in
26 costs for actual litigation expenses incurred by Class Counsel (“Class Counsel Litigation
27 Expenses Payment”); and (e) a payment to Phoenix Settlement Administrators (the
28 “Administrator”) of up to \$4,500.00 (“Administration Costs”).

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
4 fair, reasonable, and adequate to the Class when balanced against the probable outcome of
5 further litigation relating to class certification, liability and damages issues, and potential
6 appeals; (2) significant informal discovery, investigation, research, and litigation have been
7 conducted such that counsel for the Parties at this time are able to evaluate their respective
8 positions reasonably and intelligently; (3) settlement at this time will avoid substantial costs,
9 delay, and risks that would be presented by further litigation; and (4) the proposed Settlement
10 has been reached as the result of adversarial and non-collusive negotiations between the Parties
11 with the assistance of a well-respected class action mediator. Accordingly, the Court
12 preliminarily finds that the Agreement was entered into in good faith.

13 4. A Final Approval Hearing on the question of whether the proposed Settlement,
14 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA
15 Penalties to settle claims for PAGA civil, and the Class Representative Service Payment should
16 be finally approved as fair, reasonable, and adequate as to the Class is hereby set in accordance
17 with the implementation schedule set forth below.

18 5. For settlement purposes, the Court provisionally certifies the Class, defined as all
19 persons who performed work for Defendant in California as an hourly-paid or non-exempt
20 employee at any time during the Class Period, including current and former employees (“Class
21 Member(s),” collectively the “Class”).

22 6. The Court finds, for settlement purposes only, that the Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) Class
24 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that
25 are common, or of general interest, to all Class Members and predominate over individual
26 issues; (3) Plaintiff’s claims are typical of Class Members’ claims; (4) Plaintiff and Class
27 Counsel will fairly and adequately protect the interests of the Class; and (5) a class action is
28 superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's request for a Class Representative Service Payment in an amount not to exceed \$10,000.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo, Heriberto Ponce, and Ruby Carrera of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's request for a Class Counsel Fees Payment not to exceed \$41,250.00 and a Class Counsel Litigation Expenses Payment not to exceed \$27,500.00.

9. The Court appoints Phoenix Settlement Administrators as the Administrator with the Administration Costs not to exceed \$4,500.00.

10. The Court approves, as to form and content, the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"), a true and correct copy of which is attached to the Supplemental Declaration of Karen L. Wallace as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class Data to the Administrator	August 25, 2026
Administrator to mail the Class Notice	September 8, 2026
Response Deadline	November 9, 2026
Response to Objections Deadline	November 25, 2026
Administrator to Provide Report Deadline	November 25, 2026

Deadline to file Motion for Final Approval, Request for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	October 9, 2026
Final Approval Hearing	December 9, 2026, at 9:00 a.m. in Department 6. The hearing may be continued to another date without further notice to Class Members.

14. The Court further **ORDERS** that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

_____.

IT IS SO ORDERED.

Date: _____

Hon. Elihu M. Berle
Judge of the Superior Court