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

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 to Hon. Elihu M. Berle, Dept. 6

Complaint filed: June 28, 2024
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: April 29, 2026
Time: 9:00 a.m.
Dept: 6

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

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

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

1 “Administrator Costs”).

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

14 4. A final fairness hearing on the question of whether the proposed Settlement, Class
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
16 Payment for its share of the settlement of claims for penalties under the Private Attorneys
17 General Act (“PAGA”), and the Class Representative Service Awards should be finally
18 approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with
19 the implementation schedule set forth below.

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

24 6. The Court finds, for settlement purposes only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
27 fact that are common, or of general interest, to all Class Members, which predominate over
28 individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4)

1 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
2 and (5) a class action is superior to other available methods for the fair and efficient adjudication
3 of the controversy.

4 7. The Court appoints as Class Representative, for settlement purposes only,
5 Plaintiff Jonny Franco-Ramirez. The Court further preliminarily approves Plaintiff's ability to
6 request the Class Representative Service Payments.

7 8. The Court appoints, for settlement purposes only, Tyler J. Woods, Alan Wilcox,
8 Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel. The Court
9 further preliminarily approves Class Counsel's ability to request the Class Counsel Fees
10 Payment not to exceed \$41,250.00 and Class Counsel Litigation Expenses not to exceed
11 \$27,500.00.

12 9. The Court appoints Phoenix Class Action Administration Solutions as the
13 Settlement Administrator with the Administrator Cost estimated not to exceed \$4,500.00.

14 10. The Court approves, as to form and content the class notice, attached to the
15 Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that plan for
16 distribution of the Class Notice to Class Members satisfies due process, provides the best notice
17 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto.

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

21 12. Any class member who does not timely and validly request exclusion from the
22 Settlement may object to the Settlement Agreement.

23 13. The Court orders the following implementation schedule:

24 Defendant to provide Class List to the	Within 7 business days after the Court grants
25 Settlement Administrator	Preliminary Approval of the Settlement
26 Settlement Administrator to mail the Class	Within 14 days after receipt of the Class List
27 Notice	from the Defendant

Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 6. The hearing may be continued to another date without further notice to the 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
Los Angeles County Superior Court