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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.

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

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

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

Final Approval Hearing:
Date: February 3, 2027
Time: 9:00 a.m.
Dept.: 6

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

[PROPOSED] ORDER

Plaintiff Jonny Franco Ramirez's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came before this Court on February 3, 2027, at 9:00 a.m., in Department 6 of the above-captioned court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement Agreement ("Agreement") between Plaintiff and Defendant TRENDnet, Inc. ("Defendant") (collectively, the "Parties"). A true and correct copy of the Agreement is attached as **Exhibit 1** to the Declaration of Lucy Nguyen in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Nguyen Decl"), filed March 13, 2026. The Notice of Class Action and PAGA Settlement ("Class Notice") is attached thereto as **Exhibit A**.

On August 14, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the Settlement terms and the opportunity to exclude themselves from or object to its class action components.

Having received and considered the Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Preliminary Approval Order and the instant Motion and supporting papers, as well as oral argument presented to the Court, the Court **GRANTS** final approval of the Settlement and hereby **ORDERS** and makes the following determinations:

1. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all Participating Class Members.

2. The Court finally approves certification of the following Class for purposes of settlement: all persons who performed work for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees

3. "Class Period" means the period from January 2, 2020, through January 7, 2026.

4. The Court appoints Plaintiff as Class Representative for purposes of settlement.

5. The Court appoints Wilshire Law Firm, PLC as Class Counsel for purposes of settlement.

6. Pursuant to the Preliminary Approval Order, the Class Notice was sent to Class Members by first-class mail and informed Class Members of the Settlement terms, including the right to exclude themselves from the class action components of the Settlement and pursue their own remedies or object to the Settlement, either in writing or in person or by counsel at the Final Approval Hearing, but retain the right to a share of the Settlement funds. Adequate time was provided for each.

7. To date, no Class Member requested exclusion from the Settlement.

8. To date, no Class Member has objected to the Settlement.

9. The Court finds and determines that the notice procedure afforded adequate protections to the Class and provides the basis for the Court to make an informed decision regarding Settlement approval based on Class Members' responses. The Court finds and determines that the notice provided in this case was the best notice practicable and satisfied the requirements of law and due process.

10. The Court finds that the Agreement was entered into in good faith, that the Settlement is fair, adequate, and reasonable, and that the Settlement satisfies the standards and applicable requirements for final approval of a class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out ("Participating Class Members") will be bound by the Settlement, and Aggrieved Employees will be bound by the release of PAGA claims released in the Settlement and receive that portion of the PAGA Penalties allocated to settle PAGA claims, even if they opt out of the class action portions of the Settlement ("Non-Participating Class Members").

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of Labor Code § 2699(s).

13. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to pay Defendant's share of payroll taxes by transmitting $125,000.00 to the Administrator no later than 7 (seven) calendar days after the Effective Date.

14. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Enhancement Award, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, as well as disbursing the Administration Costs. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is the date on which the Judgment entered by the Court on its Order Granting Final Approval of the Settlement ("Final Approval Order") is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. The Court finally approves the Enhancement Award of $10,000.00 to Plaintiff.

17. The Court finally approves PAGA Penalties of $6,250.00, allocated 65% ($4,062.50) to the LWDA and 35% ($2,187.50) to Aggrieved Employees, defined as all persons who performed work for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, from May 27, 2024, through January 7, 2026, including current and former employees. The Court finds and determines that such payment is fair and reasonable.

18. The Court finally approves the Class Counsel Fees Payment of $41,250.00 and the Class Counsel Litigation Expenses Payment of $26,247.90. Both are reasonable. The award of attorneys' fees is reasonable based on the percentage of the common fund obtained for the Class (33%) and a cross-check using Class Counsel's lodestar.

19. The Court finally approves Administration Costs of $4,500.00 to Phoenix

Settlement Administrators for services as the Administrator.

20. Individual Class Payment checks will be valid for 180 days after mailing by the Administrator (the void date). Funds represented by any check that remains uncashed after the void date will be transmitted by the Administrator to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

21. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

a. Released Class Claims: All Participating Class Members will waive and release all claims arising during the Class Period which were asserted in the complaint filed in the Class Action or which reasonably could have been asserted based on the factual allegations asserted in the complaint filed in the Class Action ("Released Class Claims").

b. Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that could have been asserted based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action against Released Parties ("Released PAGA Claims").

22. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

23. The Parties and the Administrator are hereby ordered to comply with the terms of the Agreement.

24. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided in the Agreement and this Judgment and Final Approval Order.

25. Without affecting the finality of this order in any way, pursuant to Code of Civil Procedure section 664.6, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Agreement.

26. The Court hereby enters judgment in accordance with the Settlement terms, the Preliminary Approval Order, and this Final Approval Order, subject to the Court's retention of continuing jurisdiction over the Action and the Agreement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Compliance Hearing is set for July 7, 2027, at 9:00 a.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department 6 of the above-captioned Court.

28. A final report from the Administrator confirming that disbursements were made pursuant to the Agreement and this Order shall be filed no later than 15 days prior to the Compliance Hearing. If the Court is satisfied that the Settlement funds have been distributed, no appearance will be required at the Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT