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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EVAN ROMER, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

SNAP ONE, LLC, a North Carolina limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV455135

*Assigned for all purposes to:
Hon. Theodore C. Zayner
Dept. 19*

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

PRELIMINARY APPROVAL HEARING
Date: March 18, 2026
Time: 1:30 p.m.
Dept.: 19

1 The Court has before it Plaintiff Evan Romer’s (“Plaintiff”) unopposed Motion for
2 Preliminary Approval of Class Action and PAGA Settlement (the “Motion”). Having reviewed the
3 Motion, the Declaration of Arrash T. Fattahi in Support of Motion for Preliminary Approval of Class
4 Action and PAGA Settlement, the Joint Stipulation of Settlement (which is referred to here as the
5 “Settlement” or “Settlement Agreement”), and good cause appearing, the Court hereby finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis, that the Settlement that the Settlement
8 Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements
9 for preliminary approval. The Court grants preliminary approval of the Settlement and the
10 Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiff
11 and Defendant Snap One, LLC (“Defendant”, and together with Plaintiff, the “Parties”),
12 attached to the Declaration of Arrash T. Fattahi in Support of 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 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
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 **\$120,000.00** to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a **\$5,000.00** allocation toward claims for civil penalties under the Private Attorneys General Act
20 (“PAGA”), with 65% of which (\$3,250.00) being paid to the State of California, Labor &
21 Workforce Development Agency (“LWDA”) and 35% (\$1,750.00) being paid to eligible PAGA
22 Members; (c) a Service Payment of up to **\$10,000.00** to Plaintiff; (d) Class Counsels’ Fees, not
23 to exceed one-third (1/3) of the Gross Settlement Amount (currently estimated at **\$40,000.00**),
24 and up to **\$20,000.00** for reimbursement of reasonable out-of-pocket litigation costs and actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 **\$4,750.00**.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure §§ 382, 384, *et*

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

11 4. A final fairness hearing on the question of whether the proposed Settlement,
12 attorneys' fees, and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the Service Payment should be finally approved as
14 fair, reasonable and adequate as to the members of the Class is hereby set in accordance with
15 the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all former remote hourly employees of Snap One in California during
18 the Class Period."

19 6. "Class Period" means the period from December 27, 2020 to December 24, 2024.

20 7. With respect to the Class and for purposes of proceeding pursuant to California Code
21 of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary
22 basis that (a) Class Members are ascertainable and so numerous that joinder of all Class
23 Members is impracticable; (b) there are questions of law and fact common, or of general
24 interest, to the Class that predominate over any questions affecting only individual Class
25 Members; (c) Plaintiffs' claims are typical of the Class's claims; (d) class certification is a
26 superior method for implementing the Settlement and adjudicating this Action in a fair and
27 efficient manner; (e) the Class Representative can fairly and adequately protect the Class's
28 interests; (f) Class Counsel are qualified to serve as counsel for the Class; and (g) a class action

1 is superior to other available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representative, for settlement purposes only,
3 Plaintiff. The Court further preliminarily approves Plaintiff's ability to request a Service
4 Payment of up to \$10,000.00.

5 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B.
6 Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further
7 preliminarily approves Class Counsels' ability to request attorneys' fees of up to one-third (1/3)
8 of the Gross Settlement Amount (currently estimated at \$40,000.00), and costs not to exceed
9 \$20,000.00.

10 10. The Court appoints Phoenix Class Action Administration, as the Settlement
11 Administrator with reasonable administration costs estimated not to exceed \$4,750.00.

12 11. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for
14 distribution of the Class Notice to Settlement Class Members satisfies due process, provides the
15 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
16 all persons entitled thereto.

17 12. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

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

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1 14. The Court orders the following Implementation Schedule:

2 Defendant to provide Class List and Data to 3 the Settlement Administrator	No later than 15 calendar days after the Court grants Preliminary Approval of the Settlement
5 Settlement Administrator to mail the Notice 6 Packets	In no event later than 14 business days after receipt of the Class Data
7 Response Deadline for Opt-Out, Objection 8 and/or Challenges to the Workweek and/or 9 Pay Period	60 days after Notice is mailed out by the Settlement Administrator
10 Deadline to file Motion for Final Approval, 11 Request for Attorneys' Fees and Costs, and 12 Service Payment to Plaintiff	16 court days before hearing on Motion for Final Approval
13 Final Approval Hearing	_____, 2026 at _____ a.m./p.m. [suggested, August 20, 2026 at 1:30 p.m.]

16 15. The Court further ORDERS that, pending further order of this Court, all proceedings
17 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

18 **IT IS SO ORDERED.**

21 DATE:

Hon. Theodore C. Zayner
Judge of the Superior Court