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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN DIEGO**

19 **Angel Cordova Ramirez**, individually and
20 on behalf of all similarly situated individuals,

21 Plaintiff,

22 vs.

23 **Bando National Corporation**, a
24 California corporation; **Dong Chul Shin**,
25 an individual; and Does 1-100;

26 Defendants.

CASE NO. 24CU021719C

[Assigned for all purposes to the Hon.
Matthew C. Braner, Department C-60]

CLASS ACTION

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT

Date: August 14, 2026 [Reserved]
Time: 9:00 a.m.
Dept.: C-60

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on August
4 14, 2026.

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. 24CU021719C, entitled *Angel*
7 *Cordova Ramirez v. Bando National Corporation and Dong Chul Shin* (the "Action"), and
8 good cause appearing, the Court finds that:

9 WHEREAS, Plaintiff Angel Cordova Ramirez ("Plaintiff" or "Class Representative"),
10 has alleged claims against Defendants Bando National Corporation and Dong Chul Shin,
11 ("Defendants") as an individual and on behalf of all others similarly situated, comprising;
12 and

13 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against
14 Defendants;

15 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations
16 of law alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the
17 Class Members; and

18 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and
19 Defendants (collectively, the "Parties") determined that it was mutually advantageous to
20 settle this Action and to avoid the costs, delay, uncertainty, and business disruption of
21 ongoing litigation; and

22 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint
23 Stipulation re: Class and PAGA Action Settlement on February 25, 2026, which provides
24 for the final resolution of all class and PAGA claims asserted by Plaintiff against Defendants
25 in the Action, on the terms and conditions set forth in the Stipulation, subject to the
26 approval of this Court;

27 NOW, therefore, the Court grants preliminary approval of the Settlement, and
28

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

2 1. To the extent defined in the Stipulation, incorporated herein by reference, the
3 terms in this Order shall have the meanings set forth therein.

4 2. The Court has jurisdiction over the subject matter of this Action, Defendants,
5 and the Class.

6 3. The Class is defined as follows: "*all persons currently or formerly employed*
7 *by Defendants, either directly or through any subsidiary, staffing agency, joint venture*
8 *or professional employer organization, as non-exempt, hourly-paid employees from*
9 *November 12, 2020 through December 1, 2025 in the State of California.*"

10 4. The Court has determined that the Class Notice fully and accurately informs
11 all persons in the Class of all material elements of the proposed Settlement, constitutes the
12 best notice practicable under the circumstances, and constitutes valid, due, and sufficient
13 notice to all Class Members. The Class Notice is attached as **Exhibit A** to the Declaration
14 of Elliot J. Siegel and incorporated by reference.

15 5. The Court hereby grants preliminary approval of the Settlement as fair,
16 reasonable, and adequate in all respects to the Class Members, and orders the parties to
17 consummate the Settlement in accordance with the terms of the Stipulation, including the
18 terms and procedures for Class Members to object or request exclusion to the Settlement.

19 6. The plan of distribution as set forth in the Stipulation providing for the
20 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily
21 approved as being fair, reasonable, and adequate.

22 7. The Court preliminarily appoints as Class Counsel the following attorneys:
23 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
24 90014 and Bardia Akhavan of Akhavan & Associates, 15760 Ventura Blvd. Suite 1720,
25 Encino, California 91436.

26 8. The Court preliminarily approves the payment of attorneys' fees in the
27 amount of one-third of the Maximum Settlement Amount to Class Counsel.

28 9. The Court preliminarily approves the payment of incurred reasonable costs

1 in an amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the
2 Maximum Settlement Amount.

3 10. The Court preliminarily approves a payment in the amount of \$65,000 to the
4 California Labor & Workforce Development Agency, representing the State of California's
5 portion of civil penalties under PAGA (or 65% of \$100,000), and \$35,000 to the alleged
6 Aggrieved Employees (or 35% of \$100,000), which shall both be paid from the Maximum
7 Settlement Amount.

8 11. The Court preliminarily approves the payment of incurred reasonable claims
9 administration costs to the Settlement Administrator, in the amount not to exceed
10 \$25,000, which shall be paid from the Maximum Settlement Amount.

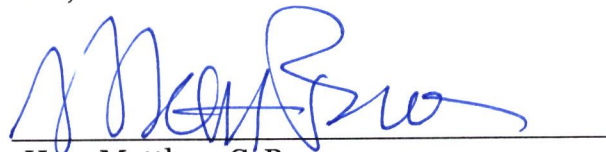
11 12. The Court preliminarily approves an enhancement award to the Class
12 Representative, Angel Cordova Ramirez, in the amount of \$5,000.00 which amount shall
13 be paid from the Maximum Settlement Amount.

14 13. This Preliminary Approval Order and the Stipulation, and all papers related
15 thereto, are not, and shall not be construed to be, an admission by Defendants of any
16 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
17 liability, claim, or wrongdoing in this Action or in any other proceeding.

18 14. In the event that the Settlement does not become effective in accordance with
19 the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null
20 and void to the extent provided by and in accordance with the Stipulation and shall be
21 vacated. In such event, all orders entered and releases delivered in connection herewith
22 shall be null and void to the extent provided by and in accordance with the Stipulation, and
23 each party shall retain his or its rights to proceed with litigation of the Action.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25
26 DATED: 8/25/26

27 

Hon. Matthew C. Braner
San Diego County Superior Court Judge