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Filed
February 19, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV410792
By: MJacobo

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Attorneys for Plaintiffs and the Putative Class

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

LUCAS ANDREWS and LAUREN
ANDREWS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

FORTINET, INC., a California Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV410792

Assigned to Hon. Theodore C. Zayner

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVING OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGEMENT**

HEARING INFO

Date: January 8, 2025
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: February 3, 2028
FAC Filed: February 27, 2023
SAC Filed: September 26, 2023

1 This matter came for hearing on January 8, 2025, regarding Plaintiffs Lucas Andrews and
2 Lauren Andrews' ("Plaintiffs") unopposed Motion for Final Approval of Class Action Settlement on
3 the terms set forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the
4 "Settlement" or the "Settlement Agreement"). In conformity with California Rules of Court, rule
5 3.769, with due and adequate notice having been given to Class Members (as defined in the
6 Settlement), and having considered the Settlement, all of the legal authorities and documents
7 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
8 comments received regarding the Settlement, and having reviewed the record in this litigation, and
9 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
10 the following findings and determinations and enters final judgment as follows:

11 1. All terms used in this order shall have the same meaning as those terms used and/or
12 defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final
13 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
14 Mehrdad Bokhour in Support of the Plaintiffs' Motion for Final Approval of Class Action and is
15 made a part of this order.

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
17 jurisdiction to approve this Settlement, and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Settlement Class, as
19 defined in the Settlement and as follows: "all current and former non-exempt employees who worked
20 for any Defendant within the State of California at any time during the Class Period," which is the
21 period from February 3, 2019, through February 28, 2024. The PAGA Members include "all current
22 and former non-exempt employees who worked for any Defendant within the State of California at
23 any time during the PAGA Period," which is the period from February 3, 2022, through February 28,
24 2024. "Defendant" means and refers to Fortinet, Inc.

25 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
26 California Rules of Court and solely for the purpose of effectuating the Settlement.

27 5. The Court finds that an ascertainable class of 588 class members exists and a well-
28 defined community of interest exists on the questions of law and fact involved because in the context

1 of the Settlement: **(i)** all related matters predominate over any individual questions; **(ii)** the claims of
2 the Plaintiffs are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
3 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
4 and protected the interest of the Class Members.

5 6. The Court is satisfied that Phoenix Class Action Settlement Administrators, appointed
6 as the Settlement Administrator, completed the distribution of the Class Notice to the Class in a
7 manner that complies with California Rule of Court 3.766. The Class Notice informed prospective
8 Class Members of the Settlement terms, their rights under the settlement and their settlement share,
9 their rights to submit a request for exclusion, their rights to comment on or object to the Settlement,
10 and their rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval
11 of the Settlement. Each of these procedures provided sufficient time to respond and act. No Class
12 Members filed a written objection to the Settlement as part of this notice process, no Class Members
13 filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and only
14 one individual submitted a request for exclusion.

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant
17 with all applicable requirements of the California Code of Civil Procedure, the California and United
18 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
19 applicable law, and in the best interests of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all 588 Participating Class Members.

22 9. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to evaluate their
25 respective positions reasonably.

26 10. The Court also finds that the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks to the Parties, if they continue to litigate the
28 case. Additionally, after considering the monetary recovery provided as part of the Settlement in

1 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
2 significant relief for Class Members.

3 11. The Settlement Agreement is not an admission by any Defendant, nor is this order a
4 finding of the validity of any allegations or of any wrongdoing by any Defendant.

5 12. The Court appoints Plaintiffs Lucas Andrews and Lauren Andrews as Class
6 Representatives and finds each of them to be adequate.

7 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
8 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
9 and well-versed in class action litigation.

10 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$2,026,613 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
12 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
13 Agreement, subject to this order.

14 15. The Court approves the following allocations, which fall within the ranges stipulated
15 by and through the Settlement Agreement:

16 A. The Court awards \$8,000 in Administration Costs to Phoenix Class Action
17 Settlement Administrators, the Settlement Administrator, and finds this
18 amount to be fair and reasonable. The Court grants final approval of it and
19 orders the Parties to make the payment to the Settlement Administrator in
20 accordance with the Settlement Agreement.

21 B. The Court awards \$675,537.66 to Class Counsel as attorneys' fees and finds
22 this amount fair and reasonable in light of the benefit obtained for the Class.
23 The Court grants final approval of awards and orders the Class Counsel
24 Attorney Fees payment to be made in accordance with the Settlement
25 Agreement.

26 C. The Court awards \$13,352.35 to the Bokhour Law Group, P.C. in litigation
27 costs, an amount which the Court finds to be reflective of the reasonable costs
28 incurred. The Court grants final approval of and orders the Class Counsel

1 Costs in this amount to be made in accordance with the Settlement
2 Agreement.

3 D. The Court awards \$10,000 to each class representative (Lucas Andrews and
4 Lauren Andrews) as payment requested by Plaintiffs and finds this amount to
5 be fair and reasonable. The Court grants final approval of and orders the
6 Service Payments to be made in accordance with the Settlement Agreement.

7 E. The Court approves the \$25,000 allocation for penalties under the Labor Code
8 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$18,750)
9 to be paid to the California Labor and Workforce Development Agency in
10 accordance with the terms of the Settlement Agreement and the remainder
11 (\$6,250) to the PAGA Members.

12 16. The Court orders the Parties to comply with and carry out all terms and provisions of
13 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
14 provisions of this order shall take precedence and supersede the Settlement.

15 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
16 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
17 in this case if the Settlement fails to become final or effective, or in any other case without limitation.
18 If the Settlement Agreement does not become final and effective in accordance with the terms of the
19 Settlement, then this Order Granting Final Approval and Entry of Judgment, and all orders entered in
20 connection herewith, shall be rendered null and void and shall be vacated, and the parties shall revert
21 to their respective positions as of before entering into the Settlement Agreement, and expressly
22 reserve their respective rights regarding the prosecution and defense of this Action, including all
23 available defenses and affirmative defenses, and arguments that any claim in the Action could not be
24 certified as a class action and/or managed as a representative action. The Settlement Agreement is
25 not an admission by Defendant, nor is this Order Granting Final Approval and Entry of Judgment a
26 finding of the validity of any claims in the Action or of any wrongdoing by Defendant or that this
27 Action is appropriate for class or representative treatment (other than for settlement purposes).
28 Neither this Order Granting Final Approval and Entry of Judgment, the Settlement Agreement, nor

1 any document referred to herein, nor any action taken to carry out the Settlement is, may be construed
2 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability. The
3 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
4 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
5 concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions,
6 Defendant may file in the Action or any other proceeding this Order Granting Final Approval and
7 Entry of Judgment, the Settlement Agreement, or any other papers and records on file in the Action
8 as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other
9 theory of claim or issue preclusion or similar defense as to the released claims.

10 18. The Settlement shall bind all 588 Participating Class Members and this order,
11 including the release of claims (including Released Class Claims, Released PAGA Claims, and
12 General Release by Plaintiffs) as set forth in the Settlement Agreement.

13 19. The Parties shall bear their respective attorneys' fees and costs except as otherwise
14 provided in this order and the Settlement Agreement.

15 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
16 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
17 Settlement Administrator shall be donated to *cy pres*, Interdisciplinary Center for Healthy
18 Workplaces at the University of California, Berkeley.

19 21. Within ten days of this order, the Settlement Administrator shall give notice of
20 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b), by
21 posting a copy of this order and final judgment on its website.

22 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
23 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
24 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
25 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26 23. The Court hereby sets a hearing date of August 27, 2025 at 2:30 p.m. in Department
27 19 for a hearing on the final accounting and distribution of the settlement. At least ten (10) court days
28 before the hearing, class counsel and the Settlement Administrator shall submit a summary

1 accounting of the net settlement fund identifying distributions made as ordered herein; the number
2 and value of any uncashed checks; amounts remitted to the cy pres recipient; the status of any
3 unresolved issues; and any other matters appropriate to bring to the court's attention.

4 24. This final judgment is intended to be a final disposition of the above-captioned action
5 and is intended to be immediately appealable. This final judgment resolves and extinguishes all
6 claims released by the Settlement Agreement against the Defendant and the Released Parties as set
7 forth in the Agreement.

8
9 **IT IS SO ORDERED.**

10
11 DATED: February 14 , 2025


HONORABLE THEODORE C. ZAYNER

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
5 Suite 450, Los Angeles, California 90067.

6 On February 12, 2025, I served the following document(s) described as **AMENDED**
7 **[PROPOSED] ORDER GRANTING FINAL APPROVING OF CLASS ACTION SETTLEMENT AND**
8 **FINAL JUDGEMENT** on the interested parties in this action:

8 **SEYFARTH SHAW LLP**

9 Catherine M. Dacre, Esq.

10 cdacre@seyfarth.com

11 Andrew M. McNaught, Esq.

12 amcnaught@seyfarth.com

13 Galen P. Sallomi, Esq.

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15 560 Mission Street, Suite 3100

16 San Francisco, California 94105

17 **Counsel for Defendant Fortinet, Inc.**

18 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
19 electronic service provider First Legal to the person(s) identified above at the email address(es)
20 indicated and did not, within a reasonable time after transmission, receive any message or
21 communication indicating that delivery failed or that any other error had occurred which would delay
22 or caused failure in transmission and delivery of the document and/or any attachments thereto.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct.

25 Executed on February 12, 2025, at Los Angeles, California.

26 /s/ Cynthia Garcia
27 Cynthia Garcia
28