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Attorneys for Plaintiff CYNTHIA PRINCE
individually, and on behalf of all others
similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CYNTHIA PRINCE, an individual, on behalf
of herself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

CA FORTUNE SALES & MARKETING,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV26457

[Assigned for all purposes to the Hon. Timothy
Patrick Dillon, Dept. SS15]

**NOTICE OF MINUTE ORDER AND ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: September 30, 2026

Time: 10:00 a.m.

Dept.: SS15

Action Filed: October 10, 2024

1 **TO ALL PARTIES, THEIR ATTORNEYS OF RECORD, AND THE HONORABLE COURT:**

2 **PLEASE TAKE NOTICE** that the Court's Minute Order dated April 28, 2026, attached hereto as
3 **Exhibit 1**, sets the Hearing on Motion for Final Approval of Settlement for September 30, 2026 at 10:00
4 a.m. in Department SS15 before the Honorable Timothy Patrick Dillon, located at the Los Angeles
5 Superior Courthouse, at 312 North Spring Street, Los Angeles, California 90012. Counsel for all parties
6 are ordered to appear.

7 **PLEASE TAKE FURTHER NOTICE THAT** the Court also entered the Order Granting
8 Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement dated
9 April 28, 2026, attached hereto as **Exhibit 2**.

10 Finally, Plaintiff was ordered to give notice.

11
12 Dated: April 29, 2026

SHEGERIAN & ASSOCIATES, INC.

13
14 By: 
15 Carney R. Shegerian
16 Anthony Nguyen
17 Erik Dos Santos

18 Attorneys for Plaintiff CYNTHIA PRINCE
19 individually, and on behalf of all others
20 similarly situated and aggrieved
21
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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 15

24STCV26457

**CYNTHIA PRINCE vs CA FORTUNE SALES &
MARKETING, LLC**

April 28, 2026

10:00 AM

Judge: Honorable Timothy Patrick Dillon

Judicial Assistant: E. Martinez

Courtroom Assistant: C. Gomez

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Erik Dos Santos (via LACC);

For Defendant(s): No Appearances

Other Appearance Notes: For Defendant(s): Loan Dao (via LACC);

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The matter is called for hearing.

The Court has read and considered all documents filed in connection with the above-entitled motion.

The Court and counsel discuss the moving papers.

The Notice of Unopposed Motion for Preliminary Approval of Class Action Settlement filed by Cynthia Prince on 04/01/2026 is Granted.

The Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement is signed and filed this date.

The Hearing on Motion for Final Approval of Settlement is scheduled for 09/30/2026 at 10:00 AM in Department 15 at Spring Street Courthouse.

The Judicial Assistant hereby gives notice to Plaintiff, who is to give further and formal notice.

Clerk's Certificate of Service by Electronic Notification is attached.

EXHIBIT 2

Electronically Received 04/01/2026 10:03 AM

1 Carney R. Shegerian, State Bar No. 150461
CShegerian@Shegerianlaw.com
2 Anthony Nguyen, State Bar No. 259154
ANguyen@Shegerianlaw.com
3 Erik Dos Santos, State Bar No. 309998
EDossantos@shegerianlaw.com
4 **SHEGERIAN & ASSOCIATES, INC.**
11520 San Vicente Boulevard
5 Los Angeles, California 90049
Telephone Number: (310) 860-0770
6 Facsimile Number: (310) 860-0771

7 Attorneys for Plaintiff CYNTHIA PRINCE
individually, and on behalf of all others
8 similarly situated and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 CYNTHIA PRINCE, an individual, on behalf
of herself and all others similarly situated and
12 aggrieved,

13 Plaintiff,

14 vs.

15 CA FORTUNE SALES & MARKETING,
LLC, a Delaware Limited Liability Company;
16 and DOES 1 through 10, inclusive,

17 Defendants.
18

Case No.: 24STCV26457

[Assigned for all purposes to the Hon. Timothy
Patrick Dillon, Dept. SS15]

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

Date: April 28, 2026
Time: 10:00 a.m.
Dept.: SS15

Action Filed: October 10, 2024

FILED
Superior Court of California
County of Los Angeles

04/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement with CA
2 Fortune Sales & Marketing, LLC ("Defendant") came before this Court on April 28, 2026. The Court,
3 having considered the proposed CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
4 CLASS NOTICE (the "Settlement Agreement"), Plaintiff's Motion for Preliminary Approval, and all
5 papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
7 the Settlement is fair and reasonable to the Class when balanced against the possible risks of further
8 litigation, including issues relating to class certification, liability, calculating damages, and potential
9 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
10 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
11 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
12 serious, informed, and non-collusive negotiations, which were conducted at arm's-length by experienced
13 counsel.

14 2. This Order incorporates by reference all definitions set forth in the Settlement Agreement,
15 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement, which is attached as **Exhibit 1** to the Declaration of Erik Dos Santos in support of Plaintiff's
17 preliminary approval motion.

18 3. The Court finds that the proposed Class meets the requirements to justify certification for
19 settlement purposes only because there is an ascertainable class with a well-defined community of interest
20 in the questions of law and fact, proceeding on a class basis is superior to numerous individual suits, and
21 there is adequate and fair representation.

22 4. The Court hereby grants provisional certification for settlement purposes only of the
23 following Settlement Class:

24 5. **Settlement Class:** All persons employed by Defendant in California and classified as an
25 hourly, non-exempt employee who worked for Defendant during October 10, 2020 through August 29,
26 2025 (the "Class Period"). The Settlement Class includes all Class Members except those who submit a
27 valid and timely request for exclusion in accordance with the requirements set forth in the Court Approved
28 Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and in the

1 Settlement Agreement.

2 6. Class Members who wish to request exclusion from or object to the Settlement must follow
3 the procedures set forth in the Settlement Agreement and Class Notice.

4 7. The Court approves the appointment of Plaintiff Cynthia Prince as Class Representative.

5 8. The Court approves the appointment of Plaintiff's Counsel: Carney R. Shegerian, Anthony
6 Nguyen, and Erik A. Dos Santos of Shegerian & Associates, Inc., as Class Counsel. Class Counsel is
7 authorized to act on behalf of Class Members with respect to all acts or consents required by, or which
8 may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to
9 consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of
10 such individual's own choosing and at such individual's own expense. Any Class Member who does not
11 enter an appearance or appear on his or her own will be represented by Class Counsel.

12 9. The Court preliminarily confirms that the notice of settlement served by Plaintiff on the
13 California Labor and Workforce Development Agency ("LWDA") satisfies the requirements of the
14 Private Attorneys General Act ("PAGA").

15 10. The Court finds that the Settlement of claims under the PAGA as reflected in the Settlement
16 Agreement is fair and reasonable and in compliance with all the requirements of California law.

17 11. The Court approves the form and content of the Notice of Class Action Settlement, in
18 substantially the form attached to the Settlement Agreement, or attached to the Declaration of Erik Dos
19 Santos as **Exhibit 2**, and finds that the proposed method of disseminating the Class Notice to the Class
20 meets all the due process requirements; provides the best notice practicable under the circumstances; cons-
21 titutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Class
22 Members of the pendency of the Action and their right to exclude themselves from or object to the
23 proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due,
24 adequate, and sufficient notice to all Class Members; and meets all applicable requirements under
25 California law, due process, and any other applicable rules or law.

26 12. The Court finds that the terms of the Settlement Agreement appear to be within the range
27 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
28 Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

1 finds that the monetary settlement awards made available to all Class Members are fair, adequate, and
2 reasonable when balanced against the probable outcome of further litigation relating to liability and
3 damages issues.

4 13. The Court preliminarily approves the definition and disposition of the Gross Settlement
5 Amount of \$160,000, on a non-reversionary basis, which is inclusive of: (1) Class Counsel's fees of one-
6 third of the Settlement Amount, or \$53,333.33; (2) up to \$14,000 in Class Counsel's reasonable litigation
7 costs; (2) up to \$7,500 as the Enhancement Award payment to Plaintiff, (3) up to \$4,990 in reasonable
8 costs incurred by the Settlement Administrator to administer the Settlement; (4) a payment to the LWDA
9 in the amount of \$6,500, and (5) Payment of \$3,500 to the PAGA Aggrieved Employees, and (6) the Net
10 Settlement Payments to Class Members.

11 14. The Court approves the retention of Apex Class Action as the Settlement Administrator, to
12 be paid out of the Gross Settlement Amount, and hereby directs Apex to provide the approved Class Notice
13 to Class Members and administer the Settlement in accordance with the procedures set forth in the
14 Settlement Agreement and implementation schedule set forth below.

15 15. In the event the Settlement does not become effective in accordance with the terms of the
16 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole
17 or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or
18 fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 the Parties shall revert to their respective positions as of the commencement of the litigation, and the
20 Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as
21 an admission or as evidence for any purpose, including but not limited to an admission by any Party of
22 liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a
23 representative action.

24 16. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval
25 Hearing and prohibits Plaintiff and/or Class Members from instituting, commencing, or prosecuting any
26 claims covered by the Action against Defendant or the Releasees pending the Final Approval Hearing.

27 17. The Court orders the following implementation schedule for further proceedings:
28

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Settlement Administrator with the Class Data.	Within thirty (30) calendar days after the Court grants Preliminary Approval. (Settlement Agreement at ¶ 4.2)
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	Within fourteen (14) calendar days after receiving the Class List from Defendant. (Settlement Agreement at ¶7.4.2)
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. (“Response Deadline”)	Forty-Five (45) calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by fourteen (14) calendar days for any Class Member who is re-mailed the Notice of Settlement. (Settlement Agreement at ¶ 1.43.)
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number of valid requests for exclusions	No later than fourteen (14) calendar days before the deadline to file the Motion for Final Approval. (Settlement Agreement at ¶ 7.8.5)
Final Approval Hearing	<u>09/30/2026 at 10 AM</u>

18. The Court hereby sets a hearing date for Plaintiff’s Motion for Final Approval of Class Action Settlement and Award of Attorney’s Fees, Costs, and Class Representative Service Award on 09/30/2026 at 10:00 AM in Department 15 of this Court.

19. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

*Signature on Next Page

*See Page 5

Dated: 04/28/2026



A handwritten signature in black ink, appearing to read "T. Dillon".

Hon. Timothy Patrick Dillon
Judge for the Superior Court of Los Angeles County
Timothy Patrick Dillon / Judge

2 **PROOF OF SERVICE**

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

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles,
6 California 90049.

7 On March 25, 2026, I served the foregoing document, described as **[PROPOSED] ORDER**
8 **GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF**
9 **CLASS AND PAGA ACTION SETTLEMENT** on all interested parties in this action by placing a true
10 copy thereof in a sealed envelope, addressed as follows:

11 Abraham S. Barrera
12 Sara Moore
13 Jamie Olvera
14 Dyanne Hammerquist
15 **GORDON REES SCULLY MANSUKHANI, LLP**
16 315 Pacific Avenue
17 San Francisco, CA 94111

abarrera@grsm.com
smoore@grsm.com
yolvera@grsm.com
dhammerquist@grsm.com

Attorneys for Defendant CA FORTUNE
SALES & MARKETING, LLC

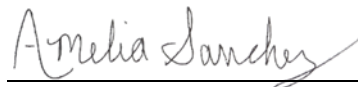
18 ☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at
19 Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and
20 processing correspondence for mailing. Under that practice, it would be deposited with the U.S.
21 Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California,
22 in the ordinary course of business. I am aware that, on motion of the party served, Service is
23 presumed invalid if the postal cancellation or postage meter date is more than one day after the
24 date of deposit for mailing in this affidavit.

25 ☐ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted
26 above.

27 ☒ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded
28 electronically onto the website www.caseanywhere.com per a mutual agreement between the
parties. I uploaded the above entitled document(s) with the understanding that all parties will
have access and be able to download said documents.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the
above is true and correct.

Executed on March 25, 2026, at Los Angeles, California.



Amelia Sanchez

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles, California 90049.

On April 29, 2026, I served the foregoing document, described as **NOTICE OF MINUTE ORDER AND ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Abraham S. Barrera
Sara Moore
Jamie Olvera
Stacey Drucker
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, CA 94111

abarrera@grsm.com
smoore@grsm.com
yolvera@grsm.com
sdrucker@grsm.com

Attorneys for Defendant CA FORTUNE
SALES & MARKETING, LLC

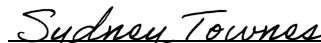
☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

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☒ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on April 29, 2026, at Los Angeles, California.


Sydney Townes