

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 07/16/2026 TIME: 02:00:00 PM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: E. Perreault

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: R. Fragola

CASE NO: **30-2025-01461144-CU-OE-CXC** CASE INIT.DATE: 02/18/2025

CASE TITLE: **Sandoval vs. Fortis Enterprise Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74836404

EVENT TYPE: Motion - Other

MOVING PARTY: Guadalupe Sandoval

CAUSAL DOCUMENT/DATE FILED: Motion - Other For an Order Approving Settlement of Claims Brought Pursuant to PAGA, Awarding Attorneys' Fees, Costs, And Reimbursement of Settlement Administration Expenses, and Entering Judgment, 04/27/2026

APPEARANCES

No Appearance by all parties

Plaintiff's Motion for Approval of PAGA Settlement

Tentative Ruling posted on the Internet.

All parties telephonically submit on the Court's tentative ruling.

The Court confirms the tentative ruling, a copy of which is attached hereto and incorporated herein by reference.

Sandoval v. Fortis Enterprise Inc.
2025-01461144

Plaintiff's Motion for Approval of PAGA Settlement

"Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.

The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of a \$117,500 PAGA settlement. The court has the following questions and comments:

As to the settlement:

1. Why is the defendant funding the settlement funds in three installments? Settlement Agreement ¶ III.2. If defendant is paying the settlement in installments due to defendant's financial condition, admissible evidence of defendant's financial condition must be provided, including appropriate financial documents such as balance sheets, cash flow statements, and profit and loss statements.
2. The parties should provide the estimated high and low individual PAGA payments.
3. Plaintiff should provide her anticipated total amount to be received (including for any individual claims). Plaintiff should also submit a copy of her individual settlement agreement. The court declines to review the document in camera, as all materials filed in support of plaintiff's motion must be part of the court file for this action. If the parties contend the agreement is confidential, the parties should have lodged a copy of the agreement conditionally under seal and filed a noticed motion to seal the document before the July 16, 2026 hearing on this motion; if that remains the parties' position, the parties should promptly do so, as the court will not grant plaintiff's motion until the agreement has been submitted to the court. The motion to seal should explain, *inter alia*, why plaintiff's individual settlement agreement should be shielded from, e.g., the aggrieved employees whose interests plaintiff purports to represent.
4. The definition of "Individual PAGA Payment" in paragraph 1.6 is inconsistent with paragraph III.4.b.
5. The settlement agreement should state whether any portion of the gross settlement amount will revert to defendant.
6. The "Released Claims" provision in paragraph I.18 is overbroad. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA.

In addition, paragraph III.5 appears duplicative of portions of paragraph I.18. Paragraphs I.18 and III.5 should be harmonized. The last sentence of paragraph III.5 appears to contradict the first sentence of the same paragraph.

7. The "Released Parties" provision in paragraph 1.19 of the settlement agreement is overbroad. It includes ambiguous, unidentified and/or unrelated third parties such as "unit holders," "agents, principals, heirs, representatives, accountants, auditors, consultants," "affiliates," and "attorneys." In addition, the phrase "from all claims, demands, rights and liabilities as set forth above" does not make sense and should be removed.
8. Paragraphs V.16 and V.17 should be revised to state that the prevailing party attorneys' fees and costs provisions in those paragraphs will not be enforced against unnamed aggrieved employees.
9. Defendant should advise, in a declaration filed with the court, whether, after making reasonable inquiry, it is aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declaration shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.
10. Plaintiff's counsel must submit contemporaneous time records reflecting the timekeeper, date of work, task, and time spent on each task.
11. Attorney Gaines states he is sharing fees with other law firms, divided as follows: 66 2/3% to Gaines Law Corporation; 16 2/3% to Gaines & Gaines, APLC, and 16 2/3% to Law Offices of Alex P. Katofsky, APC. Gaines Decl. ¶ 38. If the law firms of Gaines & Gaines, APLC and Law Offices of Alex P. Katofsky, APC performed work on the case, those law firms must submit time records, billing statements, or other records contemporaneously documenting the work performed and time spent by each timekeeper at those firms. If Gaines & Gaines, APLC and Law Offices of Alex P. Katofsky, APC did not perform any work on the case, counsel should so state.
12. Plaintiff's counsel must submit invoices substantiating the mediation (\$5,665) and expert (\$1,115.44) charges. Plaintiff's counsel must itemize the filing fees and should identify the "misc" fees or remove them. The court will not award "future estimated expenses" not incurred.

As to the notice:

13. The notice should be revised as necessary consistent with the above.
14. The notice should use the same terms as in the settlement agreement, e.g., "PAGA Settlement Employee" rather than "PAGA Members."
15. In the second sentence of the fourth paragraph, the word "vigorously" should be removed.
16. In the second sentence of the second full paragraph on page 2, the word "below" should be replaced with "above."
17. The first sentence of the third full paragraph on page 2 should be deleted.

18. The notice letter should provide the URL for case website maintained by the settlement administrator and identify the key case documents (including the order and judgment) that will be posted on the website, and should state that judgment will be posted on the settlement administrator's website for at least 180 days.
19. The settlement administrator's invoice includes a charge for a Spanish-language translation. Hartranft Decl. (ROA 37) Ex. B. If the notice letter should be translated into Spanish, a certified copy of the translation should be attached as an exhibit to the proposed order and judgment.

As to the proposed order and judgment (ROA 40):

20. The proposed order and judgment should be revised consistent with the above.
21. The court department (CX105) should be updated in the introductory paragraph.
22. The settlement agreement and any amendments thereto should be attached as exhibits to the proposed order and judgment (along with the notice letter in all languages). Paragraph 1 of the proposed order and judgment should be revised accordingly.
23. The proposed order and judgment should use the same terms as in the settlement agreement, e.g., "PAGA Settlement Employees" rather than "Aggrieved Employees."
24. The proposed order and judgment contains two paragraph 5s.
25. The proposed order and judgment should state that the judgment will be posted on the settlement administrator's website for at least 180 days.
26. The proposed order and judgment should state that the court orders the parties, their counsel and the settlement administrator to administer the settlement in accordance with the terms of the settlement agreement.
27. Paragraph 9 should be revised to stated that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

The hearing on plaintiff's motion for approval of PAGA settlement is continued to November 19, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. See *a/so* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redline copies of the revised notice and proposed order.

Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents and file a proof of service.