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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GUADALUPE SANDOVAL, on behalf of
herself and all “PAGA Settlement Employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

FORTIS ENTERPRISE INC., a California
Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2025-01461144-CU-OE-CXC

Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX105

**[PROPOSED] ORDER APPROVING
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 SETTLEMENT AND
JUDGMENT**

Date: July 16, 2026

Time: 2:30 p.m.

Dept.: CX105

Reservation Number: 74836404

Complaint Filed: February 18, 2025

1 Plaintiff Guadalupe Sandoval's (Plaintiff") Motion for an Order: (1) granting approval of
2 the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004
3 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys General Act
4 (Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement");
5 (2) appointing APEX Class Action Administration as the Settlement Administrator and approving
6 payment of its fees not to exceed \$4,300 from the PAGA Gross Settlement Amount; (3) directing
7 disbursement of the PAGA Gross Settlement Amount pursuant to the terms of the Settlement
8 Agreement (ROA #__); (4) directing payment of attorneys' fees from the PAGA Gross Settlement
9 Amount not to exceed thirty percent (30%) of the PAGA Gross Settlement Amount (projected to
10 be \$35,250) to Plaintiff's Counsel; (5) directing attorneys' litigation costs from the PAGA Gross
11 Settlement Amount of \$8,598.10; and (6) entering Judgment in this Action, came on for hearing
12 before this Court in Department CX102, the Honorable Melissa R. McCormick presiding, on July
13 16, 2026. Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement, which is attached to the Declaration of Evan S. Gaines as **Exhibit D**.

19 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
20 State of California asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the PAGA Gross Settlement Amount of \$117,500 represents a fair compromise of
25 the claims alleged in the Action, considering the maximum potential value of the claims asserted
26 and the risks inherent in further litigation.

1 4. The PAGA Settlement Employees are defined as all current and former non-exempt
2 employees who worked for Fortis Enterprise, Inc. in the State of California from November 14,
3 2023 through September 22, 2025.

4 5. The Court has considered the authorities and evidence presented by Plaintiff and
5 based thereon hereby approves the following awards and deductions from the PAGA Gross
6 Settlement Amount:

7 a. To Plaintiff's Counsel, Gaines Law Corporation, an award of 30% of the
8 PAGA Gross Settlement amount in attorneys' fees (projected to be \$35,250) and \$8,598.10
9 in reimbursement of litigation costs. The Court finds that these amounts are fair and
10 reasonable and commensurate with applicable California law.

11 b. To APEX Class Action Administration, the settlement administrator, a
12 payment of up to \$4,300 to administer the Settlement through its conclusion, including
13 disbursement of the PAGA Gross Settlement Amount and all tax reporting associated
14 therewith.

15 5. The amount remaining of the PAGA Gross Settlement Amount following these
16 deductions is the Net Settlement Fund of approximately \$69,351.90. The Net Settlement Fund
17 shall be distributed 65%, or \$45,078.74, to the Labor and Workforce Development Agency and
18 35%, or \$24,273.16, to the Aggrieved Employees.

19 6. The Court finds that the Settlement has been provided to the LWDA as required by
20 PAGA and Labor Code section 2699, subdivision (s)(2), in particular.

21 7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
22 based on the provisions and timelines set forth in the Settlement Agreement.

23 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
24 Code of Civil Procedure § 664.6 and California Rules of Court 3.769(h) and as otherwise allowed
25 by law.

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1 9. The Final Accounting Hearing shall take place on May 20, 2027 in Department
2 CX105 of this Court. The Settlement Administrator's Final Report shall be filed at least 16 court
3 days prior to the Final Accounting Hearing.

4 10. The Court enters Judgment in this Action.

5 **IT IS SO ORDERED.**

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7 Dated: _____

JUDGE OF THE SUPERIOR COURT

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