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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**
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15 EDGAR ALGARIN, as an individual and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 FLEETGENIUS, LLC, a Florida limited
20 liability company; and DOES 1 through 100,

21 Defendant.
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Case No.: 30-2023-01344927-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
David A. Hoffer; Dept. CX103]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: November 10, 2025

Time: 1:30 p.m.

Dept: CX103

Reservation No.: 74653436

Action Filed: August 29, 2023

Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiff Edgar Algarin (“Plaintiff”) for Settlement Approval of Claims
3 Brought Under the Private Attorneys General Act (“PAGA”), Reasonable Attorneys’ Fees and
4 Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court
5 on November 10, 2025, at 1:30 p.m. Having considered the PAGA Settlement Agreement,
6 attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of Plaintiff’s
7 Motion, entered into between Plaintiff and Defendant FleetGenius, LLC (“Defendant”), and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court
11 hereby makes a final ruling pursuant to Labor Code § 2699(*I*) that the proposed Settlement
12 Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length
13 negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS
14 Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private Attorneys
15 General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment,
16 and HEREBY ORDERS as follows:

17 1. The “Aggrieved Employees” will be defined as: “all current and former non-
18 exempt employees of Defendant who worked in California at any time between August 28, 2022
19 and February 20, 2025.”

20 2. The “PAGA Period” is defined as August 28, 2022 through February 20, 2025.

21 3. The Court hereby approves the Settlement as set forth in the PAGA Settlement
22 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA
23 Settlement Agreement according to its terms.

24 4. The Court orders that Defendant will pay the Maximum Settlement Amount of
25 \$250,000.00 to the Settlement Administrator based on the following payment terms defined in
26 the PAGA Settlement Agreement: five equal installments of \$50,000.00 each, with the first
27 payment due on February 7, 2026, and each subsequent payment due on the 7th day of each
28 following month until the full amount is paid.

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), attached as Exhibit A to the PAGA
3 Settlement Agreement, to the which will be mailed via First-Class U.S. Mail to the Aggrieved
4 Employees in English and Spanish along with the Individual PAGA Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators, Inc., as the
6 Settlement Administrator.

7 7. Within ten (10) business days after this Court signs this Judgment and Order,
8 Defendant will provide the Settlement Administrator with the full names, last known mailing
9 addresses, last known telephone numbers, start and end date(s) of employment, total pay periods
10 worked during the PAGA Period, and Social Security numbers of each Aggrieved Employee.

11 8. The Settlement Administrator is directed to mail the Individual PAGA Payments,
12 as defined in the PAGA Settlement Agreement, and the PAGA Notice to the Aggrieved
13 Employees within the time limits specified in the Settlement Agreement.

14 9. The Court finds that attorneys’ fees in the total amount of \$83,333.33 for Class
15 Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement,
16 and orders that the Settlement Administrator distribute these payments to Class Counsel in
17 conformity with the terms of the Settlement, divided as follows: \$58,333.34 (equivalent to 70%
18 of the total fee award) to Haines Law Group, APC) and \$24,999.99 (equivalent to 30% of the
19 total fee award) to Law Offices of Raphael A. Katri, APC. The Court finds that reimbursement of
20 actual litigation costs of \$37,187.68 for Class Counsel are fair, reasonable, and adequate, and
21 orders that the Settlement Administrator distribute this payment in conformity with the terms of
22 the Settlement, with the full award of litigation costs (\$37,187.68 total) awarded to Haines Law
23 Group, APC.

24 10. The Court orders that the Settlement Administrator will be paid \$5,000.00 for all
25 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

26 11. The Court finds that the Plaintiff’s Representative Enhancement Payment in the
27 amount of \$10,000.00 is appropriate for the risks he undertook and his service to the Aggrieved
28 Employees and the State of California. The Court finds that this award is fair, reasonable, and

adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency (“LWDA”) in the amount of \$85,859.24 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the PAGA Settlement Agreement.

13. The Court approves the limited scope of the release contained in the Settlement Agreement. Upon the Court entering this Order and Judgment, all Aggrieved Employees, including Plaintiff, shall release and discharge Defendant, and its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and their respective successors, predecessors, subsidiaries, affiliates, parents, and attorneys, from all PAGA claims based on the Labor Code violations pled in the operative complaint or describe in Plaintiff’s LWDA letter dated August 28, 2023, or which could have been pled or described based on the factual allegations therein, arising during the PAGA Period. This release covers only PAGA claims. Aggrieved Employees will not be releasing any underlying individual wage and hour claims through the Settlement. Aggrieved Employees will not be provided an opportunity to opt out of the PAGA Release.

14. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Aggrieved Employee to whom the check was issued.

15. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

1 16. Plaintiff shall file a Final Accounting Report on or before February 10, 2027. A
2 Final Accounting Hearing is set for March 5, 2027, at 1:30 p.m. in Department CX103 of this
3 Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

4 **IT IS SO ORDERED.**

5 Dated: _____

Honorable David A. Hoffer
Judge of the Superior Court