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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RAFAEL GOMEZ, an individual, on behalf of himself, the State of California, and all other Aggrieved Employees,

Plaintiff,

v.

BEZSAM, INC., a California corporation doing business as COORDINATED FLEET SERVICES; BENJAMIN MACIAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV30957

[Assigned for All Purposes to the Honorable Steve Cochran; Dept. 306]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT OF 2004; JUDGMENT

[Filed concurrently with Motion and Memorandum of Points and Authorities; and Declarations of Adrian C. Byrne and Plaintiff Rafael Gomez]

Date: June 2, 2027
Time: 9:00 a.m.
Dept.: 306
Reservation ID: 779467700480

Complaint Filed: September 30, 2026
Trial Date: None set.

ORDER

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004 (the "Action");

WHEREAS, the Court has considered the motion by Plaintiff Rafael Gomez ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' Private Attorneys General Act Settlement and Release (the "Settlement Agreement"). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement of the Action and entry of judgment. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in this Order shall have the same meaning as defined in the Settlement Agreement.

2. The Court finds the Parties' settlement is 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.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be effected pursuant to the terms of the Settlement Agreement.

4. The Aggrieved Employees are defined as follows: All non-exempt employees who worked for Defendants in California at any time from March 6, 2025, through the date of this Order, subject to paragraph 31 of the Settlement Agreement.

5. The Court hereby approves of the payment of attorney's fees to Plaintiff's counsel of one third of the Gross PAGA Settlement Amount ($58,300.00), plus one third of any increase in the Gross PAGA Settlement Amount under paragraph 31 of the Settlement Agreement (the "Escalator Clause"). The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by counsel, and the estimated lodestar. Plaintiff's counsel's requested hourly rate is reasonable based on counsel's experience in class and PAGA litigation.

6. The Court hereby approves the payment of litigation costs to Plaintiff's counsel in the amount of $6,000.00, representing the full amount sought.

7. The Court hereby approves of the Enhancement Payment of $5,000.00 to Plaintiff Rafael Gomez.

8. The Court hereby appoints Phoenix Settlement Administrators (the "PAGA Settlement Administrator") to carry out the settlement administration functions of this PAGA Settlement, including calculation and issuance of payments and distribution of the Notice of Settlement. The Court finds that the settlement administration costs in an amount not to exceed $4,750.00 are fair and reasonable and orders the PAGA Settlement Administrator to pay itself these amounts from the Gross PAGA Settlement Amount consistent with the Settlement Agreement.

9. Taking the above distributions into account, from the Gross PAGA Settlement Amount of $175,000.00, $100,950.00 remains to be distributed as provided under PAGA. This amount shall be allocated 65% to the LWDA and 35% to the Aggrieved Employees. Therefore, the LWDA will receive $65,617.50 and $35,332.50 is left for distribution to Aggrieved Employees. Any increase in the Gross PAGA Settlement Amount under the Escalator Clause, less the one third approved for attorney's fees, shall be added to this amount and allocated in the same way.

10. The Court approves of the notice, in English and Spanish, attached to the Declaration of Adrian C. Byrne as Exhibit 4. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement checks.

11. Upon the Effective Date and full funding of the Gross PAGA Settlement Amount, the State of California with respect to the Aggrieved Employees and each and every Aggrieved Employee, including Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released PAGA Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from the institution or prosecution of all Released PAGA Claims against the Released Parties.

12. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

13. The Court shall retain jurisdiction under Code of Civil Procedure section 664.6 with respect to all matters related to the administration and consummation of the settlement.

14. The Court hereby enters final judgment in this Action in accordance with the terms of the Settlement Agreement and this Order.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Steve Cochran