EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE

This Private Attorneys General Act Settlement and Release ("PAGA Settlement," "PAGA Agreement" or "PAGA Settlement Agreement") is made and entered into by and between Plaintiff Rafael Gomez ("Plaintiff"), in a representative capacity on behalf of himself and all other similarly aggrieved employees, and on behalf of the State of California, and Defendants Bezsam, Inc. dba Coordinated Fleet Services, a California nonprofit corporation, and Benjamin Macias, an individual (together, "Defendants") (collectively, Plaintiff and Defendants are referred to as the "Parties" and may be individually referred to as "Party").

This PAGA Settlement and Release shall be binding on Plaintiff, the State of California with respect to the Aggrieved PAGA Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 6, 2026, Plaintiff exhausted administrative remedies under PAGA by providing notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendants of Plaintiff's intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendants' alleged violations of the California Labor Code ("PAGA Notice").

2. On September 30, 2026, Plaintiff commenced a civil action against Defendants in the Superior Court of California for the County of Los Angeles, entitled *Gomez v. Bezsam, Inc. dba Coordinated Fleet Services, et al.*, Case No. 26STCV30957 (the "Action"), by filing a complaint asserting Plaintiff's PAGA claims, including without limitation all Labor Code violations alleged in the PAGA Notice.

3. Defendants deny all material allegations asserted in Plaintiff's PAGA Notice and in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action and the Released PAGA Claims.

4. The Parties engaged in informal discovery prior to engaging in mediation inasmuch as Defendants provided substantial data concerning the Aggrieved PAGA Employees, relevant policies and handbooks, and a randomized sampling of records of 25% of Aggrieved PAGA Employees during

the sample period of March 6, 2025, through July 28, 2026 (that is, from one year preceding the PAGA Notice through the date of the Parties' mediation, the period for which Defendants provided data) consisting of approximately 20,000 lines of excel data. Both Parties conducted independent analysis of the records to assess potential liability as well as assess the strengths and weaknesses of the case.

5. Based on a review of their records, Defendants estimate that there are approximately 354 Aggrieved PAGA Employees (89 of whom are former employees) who were employed for a total of approximately 18,606 pay periods during the period from March 6, 2025 through July 28, 2026. These figures were the basis for the Parties' PAGA Settlement at mediation.

6. On July 28, 2026, the Parties participated in a full-day mediation with experienced complex wage and hour employment mediator Steven C. Amundson, Esq. (the "Mediator"). With the assistance of the Mediator's evaluations, the Parties reached the PAGA Settlement that is memorialized herein. The Parties also reached a separate, confidential settlement of Plaintiff's individual claims (the "Individual Settlement"). The Individual Settlement has been finalized and is not contingent upon the Court's approval of the PAGA Settlement. The settlement discussions were conducted at arm's-length, and the PAGA Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Plaintiff's Counsel's own independent investigation and evaluation, Plaintiff's Counsel believes that the PAGA Settlement with Defendants for the consideration and on the terms set forth in this PAGA Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the State of California and the Aggrieved PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

7. The Parties expressly acknowledge that this PAGA Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the PAGA Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. The following definitions are applicable to this PAGA Settlement Agreement. Definitions contained elsewhere in this PAGA Settlement Agreement will also be effective:

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Plaintiff's Counsel's litigation and resolution of the Action and all actual costs incurred and to be incurred by Plaintiff's Counsel in the Action.

b. "Plaintiff's Counsel" means Adrian Byrne of The Byrne Law Group.

c. "Aggrieved PAGA Employee List" means a complete list of all Aggrieved PAGA Employees that Defendants will diligently and in good faith compile from their records and provide to the PAGA Settlement Administrator. The Aggrieved PAGA Employee List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Aggrieved PAGA Employee's last-known full name, mailing address, telephone number, Social Security Number, Pay Periods worked during the PAGA Claim Period, and such other information as is necessary for the PAGA Settlement Administrator to calculate Pay Periods (as defined herein).

d. "Court" means the Superior Court of California for the County of Los Angeles.

e. "Defendants" means Bezsam, Inc. dba Coordinated Fleet Services and Benjamin Macias.

f. "Defendants' Counsel" means Erin R. Ezra and Mohammed Alsaffarini of Berger Kahn, A Law Corporation.

g. "Effective Date" means the following: (a) the date the Court enters an Order approving the PAGA Settlement if the LWDA does not seek to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Order of the court approving the PAGA Settlement if any objection is asserted by the LWDA or the LWDA seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

h. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition of Plaintiff's efforts and work in prosecuting the Action.

i. "PAGA Settlement Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the PAGA Settlement Approval Order and Judgment based thereon.

j. "PAGA Settlement Approval Hearing" means the hearing at which the Court will consider and determine whether the PAGA Settlement should be granted approval.

k. "Aggrieved Employee PAGA Payment(s)" means the *pro rata* share of the Aggrieved PAGA Employee Amount that an Aggrieved PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with the Paragraph entitled "Aggrieved Employee PAGA Payment Calculations".

l. "LWDA Payment" means the share of the Gross PAGA Settlement Amount due to the LWDA, i.e., 65% of the Net PAGA Settlement Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement, as set forth in the Paragraph entitled "Allocation of Net PAGA Settlement Amount".

m. "Gross PAGA Settlement Amount" means the amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) to be paid by Defendants in full resolution of all Released PAGA Claims, and the Action provided for under the PAGA Settlement, which includes all Attorneys' Fees and Costs to be paid to Plaintiff's Counsel, Enhancement Payment to be paid to Plaintiff, Net PAGA Settlement Amount to be paid to the LWDA and Aggrieved PAGA Employees, and Settlement Administration Costs to be paid to the PAGA Settlement Administrator. The Gross PAGA Settlement Amount may increase to the extent provided in the Paragraph entitled "Escalator Clause".

n. "Net PAGA Settlement Amount" means the portion of the Gross PAGA Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, and Attorneys' Fees and Costs. Sixty-five percent (65%) of the Net PAGA Settlement Amount will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%) will be distributed to Aggrieved PAGA Employees (i.e., the Aggrieved PAGA Employee Amount).

o. "Aggrieved PAGA Employees" means all current and former non-exempt employees employed by Defendants within the State of California at any time during the PAGA Claim Period.

p. "Aggrieved PAGA Employee Amount" means thirty-five percent (35%) of the Net PAGA Settlement Amount, to be distributed to Aggrieved PAGA Employees on a *pro rata* basis based on their Pay Periods during the PAGA Claim Period.

q. "PAGA Claim Period" means the time period from March 6, 2025 through the date the Court enters an Order approving the PAGA Settlement, or, if applicable, any alternate PAGA Claim Period end date pursuant to the Escalator Clause below.

r. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

s. "Parties" means Plaintiff and Defendants, collectively, and "Party" means any of the Plaintiff or Defendants.

t. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice, arising during the PAGA Claim Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

u. "Released Parties" means Defendants Bezsam, Inc. dba Coordinated Fleet Services and Benjamin Macias, and their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors and assigns; and their past, present, and future officers, directors, shareholders, members, managers, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors and assigns.

v. "PAGA Settlement Administrator" means Phoenix Settlement Administrators or

any other third-party settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the PAGA Settlement Administrator or otherwise have a relationship with the PAGA Settlement Administrator that could create a conflict of interest.

w. "Settlement Administration Costs" means the costs payable from the Gross PAGA Settlement Amount, subject to Court approval, to the PAGA Settlement Administrator for administering this Settlement, as set forth in the Paragraph entitled "Settlement Administration Costs".

x. "Pay Periods" means the number of pay periods each Aggrieved PAGA Employee performed work for Defendants as a non-exempt, hourly paid employee in California during the PAGA Claim Period, which will be calculated by the PAGA Settlement Administrator, based on actual hours worked by Aggrieved PAGA Employees during the PAGA Claim Period.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9. Funding and Disbursement of the Gross PAGA Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the PAGA Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within fourteen (14) calendar days after the Effective Date, Defendants will make a one-time deposit of the Gross PAGA Settlement Amount into the settlement account to be established by the PAGA Settlement Administrator. Within fourteen (14) calendar days of the funding of the Gross PAGA Settlement Amount, the PAGA Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Aggrieved Employee PAGA Payments to Aggrieved PAGA Employees; (b) LWDA Payment to the LWDA; (c) Enhancement Payment to Plaintiff; (d) Attorneys' Fees and Costs to Plaintiff's Counsel; and (e) Settlement Administration Costs to itself (the PAGA Settlement Administrator).

10. Attorneys' Fees and Costs. Plaintiff's Counsel will request and Defendants will not oppose attorneys' fees of up to 1/3 (33.33%) of the Gross PAGA Settlement Amount (as increased, if

applicable, under the Paragraph entitled "Escalator Clause") (i.e., up to $58,333.33 if the Gross PAGA Settlement Amount is $175,000.00) and reimbursement of actual costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action, supported by declaration, in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00), both of which will be paid from the Gross PAGA Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Plaintiff's Counsel in connection with the litigation and settlement of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Plaintiff's Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

11. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the Action, Defendants agree not to oppose or impede any application or motion for an Enhancement Payment to Plaintiff in the amount of up to Ten Thousand Dollars and Zero Cents ($10,000.00). The Enhancement Payment, which will be paid from the Gross PAGA Settlement Amount subject to Court approval, will be in addition to any Aggrieved Employee PAGA Payment (if applicable) that Plaintiff is eligible to receive pursuant to the Settlement. The PAGA Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received.

12. Settlement Administration Costs. The PAGA Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cents ($4,750.00). These costs, which will be paid from the Gross PAGA Settlement Amount subject to Court approval, will include, *inter alia*, include preparing, printing, and mailing the Aggrieved Employee PAGA Payment checks to the Aggrieved PAGA Employees; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Aggrieved PAGA Employee whose check was returned by the U.S. Postal Service as non-

deliverable, and re-mailing the check to the Aggrieved PAGA Employee's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross PAGA Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the PAGA Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Gross PAGA Settlement Amount.

13. Allocation of Net PAGA Settlement Amount. Subject to approval by the Court, the Parties agree that the entire Net PAGA Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*., of which sixty-five percent (65%) will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%) will be distributed to Aggrieved PAGA Employees (i.e., the Aggrieved PAGA Employee Amount) on a *pro rata* basis, based on Pay Periods during the PAGA Claim Period (i.e., the Aggrieved Employee PAGA Payment).

14. Aggrieved Employee PAGA Payment Calculations. Aggrieved Employee PAGA Payments will be calculated and apportioned from the Aggrieved PAGA Employee Amount based on the Aggrieved PAGA Employees' number of Pay Periods during the PAGA Claim Period as follows: The PAGA Settlement Administrator will divide the Aggrieved PAGA Employee Amount, i.e., 35% of the Net PAGA Settlement Amount, by the total number of Pay Periods of all Aggrieved PAGA Employees during the PAGA Claim Period to yield the "PAGA Pay Period Value," and multiply each Aggrieved PAGA Employee's individual Pay Periods during the PAGA Claim Period by the PAGA Pay Period Value to yield his or her Aggrieved Employee PAGA Payment. Any remainder resulting from rounding shall be added to the LWDA Payment. No portion of the Gross PAGA Settlement Amount reverts to Defendants and any amount the Court declines to approve remains in the fund for distribution.

15. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement

shall not in any way entitle Plaintiff or Aggrieved PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the PAGA Claim Period, nor will it entitle Plaintiff or Aggrieved PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Aggrieved Employee PAGA Payments provided for in this Agreement are the sole payments to be made by Defendants to the Aggrieved PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the PAGA Claim Period).

16. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(s)(2), Plaintiff's Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for approval.

17. Delivery of the Aggrieved PAGA Employee List. Within fourteen (14) calendar days after the Effective Date, Defendants will provide the Aggrieved PAGA Employee List to the PAGA Settlement Administrator. To protect Aggrieved PAGA Employees' privacy rights, the PAGA Settlement Administrator must maintain the Aggrieved PAGA Employee List in confidence, use the Aggrieved PAGA Employee List only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved PAGA Employee List to Administrator employees who need access to the Aggrieved PAGA Employee List to effect and perform under this Agreement.

18. PAGA Settlement Checks.

a. The PAGA Settlement Administrator will be responsible for issuing the Aggrieved Employee PAGA Payments by way of check to the Aggrieved PAGA Employees in accordance with this Settlement Agreement.

b. Each Aggrieved Employee PAGA Payment check will be valid for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. For any Aggrieved PAGA Employee whose Aggrieved Employee PAGA Payment check is uncashed and cancelled after the void date, the PAGA Settlement Administrator shall transmit the funds represented by such checks to the California State Controller's Office, Unclaimed Property Division, in the name of

the Aggrieved PAGA Employee, thereby leaving no unpaid residue.

c. The PAGA Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Aggrieved Employee PAGA Payment checks. Aggrieved PAGA Employees whose Aggrieved Employee PAGA Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the PAGA Settlement Approval Order and Judgment will have claim preclusive impact with respect to them and all Aggrieved PAGA Employees with respect to the PAGA Settlement. The PAGA Settlement Approval Order and Judgment will have claim preclusive impact on the Aggrieved PAGA Employees with respect to the PAGA Settlement irrespective of whether their Aggrieved Employee PAGA Payment checks are canceled.

19. Requesting Exclusion from PAGA Settlement. All Aggrieved PAGA Employees will be bound by the PAGA Settlement and will be issued an Aggrieved Employee PAGA Payment, irrespective of whether they request to be excluded.

20. No Right to Opt Out or Object. The Parties agree there is no statutory right for any Aggrieved PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved PAGA Employee to appeal the approval of the Settlement by the Court.

21. Certification of Completion. Upon completion of administration of the Settlement, the PAGA Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

22. Treatment of Aggrieved Employee PAGA Payments. Each Aggrieved Employee PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the PAGA Settlement Administrator.

23. Administration of Taxes by the PAGA Settlement Administrator. The PAGA Settlement Administrator will be responsible for issuing to Plaintiff, Aggrieved PAGA Employees, and Plaintiff's Counsel IRS Forms 1099 as may be required by law for all amounts paid pursuant to this Settlement Agreement.

24. Tax Liability. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel do not

intend anything contained in this Settlement Agreement or any other communications to Aggrieved PAGA Employees regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement or any other communication regarding the Settlement be relied on as such. Plaintiff and Aggrieved PAGA Employees understand and agree that they will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

25. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

27. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross PAGA Settlement Amount, Plaintiff, the State of California with respect to Aggrieved PAGA Employees, and Aggrieved PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims arising during the PAGA Claim Period.

28. Release of Claims by Plaintiff. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Claim Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the operative complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Claim Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

29. Duties of the Parties with Respect to Filing and Obtaining Approval of the PAGA Settlement. Within thirty (30) calendar days after execution of this PAGA Settlement Agreement by all Parties, Plaintiff shall file a motion in the Action seeking Court approval of the PAGA Settlement. The Parties' May 9, 2026 tolling agreement was previously amended to authorize the filing of the Action notwithstanding its no-suit provision, and the tolling agreement terminated on September 30, 2026, upon

filing of the complaint. At the same time Plaintiff submits the proposed PAGA Settlement to the Court for approval, Plaintiff's Counsel will submit it to the LWDA through the applicable online system.

30. Effects of Termination of the Settlement. Should the Court not approve the PAGA Settlement, the Parties shall work jointly to attempt to remedy the PAGA Settlement Agreement in order to obtain the Court's approval. If, despite the Parties' best efforts, the Court still does not approve the Settlement Agreement, such a development shall have the following effects:

a. The PAGA Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

b. Neither this PAGA Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever; and,

c. Any documents generated to bring the PAGA Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this PAGA Settlement Agreement will likewise be treated as void from the beginning.

31. Escalator Clause. Defendants represent and warrant that, based on their records, there are approximately 354 Aggrieved PAGA Employees (89 former) and a total of approximately 18,606 Pay Periods for the Aggrieved PAGA Employees during the period from March 6, 2025 through July 28, 2026, which is valued at 9,303 Pay Periods under Labor Code section 2699(o) because Defendants' regular pay period is weekly, and Plaintiff relies on these figures in entering into this Settlement Agreement. If it is determined that the total number of Pay Periods increases by more than ten percent (10%) (i.e. exceeds 20,467), then Defendants shall make an election that one of the following occur: (1) either the Gross PAGA Settlement Amount will be increased by the percentage above 110% (for example, actual Pay Periods 12% above 18,606 increase the Gross PAGA Settlement Amount by 2%, or $3,500, to $178,500.00.); or the PAGA Claim Period will end where the total Pay Periods do not exceed 110% of 18,606. If actual Pay Periods are fewer than 18,606, the Gross PAGA Settlement

Amount does not decrease.

32. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

33. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

34. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

35. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the PAGA Settlement Approval Hearing to be conducted by the Court.

36. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

37. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

38. Signatories. The Parties agree and acknowledge that this Settlement Agreement is a representative action brought on behalf of the State of California and all Aggrieved PAGA Employees. The PAGA Settlement Package will advise all Aggrieved PAGA Employees of the binding nature of the Settlement as to the Aggrieved PAGA Employees, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Aggrieved PAGA Employee.

39. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

40. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

41. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

42. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

43. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable.

44. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

45. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

46. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

47. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

48. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

49. All Terms Subject to Court Approval of the PAGA Settlement. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval of the PAGA Settlement.

50. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Plaintiff's Counsel:	To Defendants:
Adrian Byrne, Esq. **THE BYRNE LAW GROUP** 8605 Santa Monica Boulevard, Suite 48497 West Hollywood, CA 90069	Erin R. Ezra, Esq. Mohammed Alsaffarini, Esq. **BERGER KAHN, A LAW CORPORATION** 1 Spectrum Pointe Drive, Suite 340 Lake Forest, CA 92630

51. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement and Release between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF RAFAEL GOMEZ

Dated: 10/08/2026

Rafael Gomez (Oct 8, 2026 16:12:03 PDT)

Rafael Gomez, Plaintiff

DEFENDANT BEZSAM, INC. DBA COORDINATED FLEET SERVICES

Dated: _____

_____

Full Name:
Title:
On behalf of Defendant Bezsam, Inc. dba Coordinated Fleet Services

DEFENDANT BENJAMIN MACIAS

Dated: _____

_____

Benjamin Macias

APPROVED AS TO FORM ONLY:

THE BYRNE LAW GROUP

Dated: 10/08/2026

Adrian Byrne

Adrian Byrne (Oct 8, 2026 16:17:09 PDT)

Adrian Byrne
Attorneys for Plaintiff and All Aggrieved Employees

BERGER KAHN

Dated: _____

_____

Erin R. Ezra
Mohammed Alsaffarini
Attorneys for Defendants Bezsam, Inc. dba Coordinated Fleet Services

IT IS SO AGREED.

PLAINTIFF RAFAEL GOMEZ

Dated: _____

_____
Rafael Gomez, Plaintiff

DEFENDANT BEZSAM, INC. DBA COORDINATED FLEET SERVICES

Dated: 10/9/2026

Benjamin Macias
Benjamin Macias (Oct 9, 2026 15:04:21 PDT)

Full Name: Benjamin Macias
Title: CEO
On behalf of Defendant Bezsam, Inc. dba Coordinated Fleet Services

DEFENDANT BENJAMIN MACIAS

Dated: 10/9/2026

Benjamin Macias
Benjamin Macias (Oct 9, 2026 15:04:21 PDT)

Benjamin Macias

APPROVED AS TO FORM ONLY:

THE BYRNE LAW GROUP

Dated: _____

_____
Adrian Byrne
Attorneys for Plaintiff and All Aggrieved Employees

BERGER KAHN

Dated: October 9, 2026

M. Alsaff...

Erin R. Ezra
Mohammed Alsaffarini
Attorneys for Defendants Bezsam, Inc. dba Coordinated Fleet Services