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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]

NOTICE OF MOTION AND MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT OF 2004; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Filed concurrently with Declarations of Adrian C. Byrne and Plaintiff Rafael Gomez; and [Proposed] Order]

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

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

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 2, 2027, at 9:00 a.m. in Department 306 of the above-entitled court, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff RAFAEL GOMEZ will move the Court for an Order Granting Approval of Representative Action Settlement pursuant to the Private Attorneys General Act of 2004 and for entry of judgment.

The Motion will be made on the grounds that the proposed Settlement is fair, adequate, reasonable, and in the best interest of the State of California, all Aggrieved Employees, and the Parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declarations of Adrian C. Byrne and Plaintiff Rafael Gomez, the PAGA Settlement and Release Agreement (*see* Exhibit 1 to the concurrently filed Declaration of Adrian C. Byrne), all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

Dated: November 12, 2026

THE BYRNE LAW GROUP



Adrian C. Byrne
Attorneys for Plaintiff and all Aggrieved Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff RAFAEL GOMEZ ("Plaintiff") and Defendants BEZSAM, INC., doing business as COORDINATED FLEET SERVICES ("Bezsam"), and BENJAMIN MACIAS (together, "Defendants", and collectively with Plaintiff, the "Parties") negotiated a One Hundred Seventy-Five Thousand Dollars ($175,000.00) settlement under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* ("PAGA") (the "PAGA Settlement"). (*See* Exhibit 1 to the concurrently filed Declaration of Adrian C. Byrne ["Byrne Decl."].)

For the reasons outlined herein, this is a fair, reasonable, and appropriate settlement. Thus, Plaintiff respectfully requests that this Court grant approval of the PAGA Settlement and order the Parties to take all steps necessary to effectuate the settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Litigation Overview and Procedural History

On or about March 6, 2026, pursuant to Labor Code section 2699.3, subdivision (a)(1), Plaintiff filed with the California Labor and Workforce Development Agency ("LWDA") and posted by certified mail to Defendants a PAGA Notice alleging violations of the Labor Code, including the facts and theories to support such allegations (the "PAGA Notice"). (*See* Byrne Decl., ¶ 7; Ex. 2.)

The LWDA failed to notify Plaintiff of its intent to investigate these penalty claims within the sixty-five (65) day statutory notice period. Thus, Plaintiff has exhausted administrative remedies pursuant to PAGA. (*See* Byrne Decl., ¶ 8.) On September 16, 2026, Plaintiff filed a First Amended Notice clarifying his allegations with respect to the sick pay claim.

On September 30, 2026, Plaintiff filed his operative Complaint (the "Complaint") in the Superior Court of California, County of Los Angeles, Case No. 26STCV30957. Plaintiff's Complaint asserts one cause of action for civil penalties under PAGA for (1) Failure to Pay

Minimum Wages for All Hours Worked; (2) Failure to Pay Overtime Wages at the Correct Regular Rate of Pay; (3) Failure to Pay Sick Leave at the Correct Rate of Pay; (4) Failure to Provide Compliant Meal Periods; (5) Failure to Authorize and Permit Compliant Rest Periods; (6) Failure to Timely Pay Wages During Employment; (7) Unlawful Deductions from Wages; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Maintain Accurate Payroll Records; (10) Willful Failure to Timely Pay All Final Wages Upon Separation; (11) Failure to Reimburse Necessary Business Expenses; and (12) Additional Labor Code and Wage Order Violations. (*See generally* Complaint; Byrne Decl., ¶ 9.)

B. The Discovery Process and Mediation

Shortly after filing the PAGA Notice, the Parties met and conferred to discuss options for streamlining the litigation. To promote efficiency and judicial economy, the Parties turned their focus toward early resolution and agreed to participate in mediation. (*See* Byrne Decl., ¶ 11.)

The Parties engaged in informal fact discovery and exchanged pertinent information to understand the nature of the allegations and the scope of Defendants' potential liability and exposure under PAGA. (*See* Byrne Decl., ¶ 12.)

Plaintiff requested and was provided information and documents relevant to the PAGA claims, including (1) the list of Aggrieved Employees at issue;[1] (2) total pay periods; (3) relevant policies; and (4) a random sample of time and pay records for 25% of the Aggrieved Employees, with their start and end dates of employment, consisting of approximately 20,000 lines of Excel data. Plaintiff also provided his counsel with documents from his employment. (*See* Byrne Decl., ¶ 12; Ex. 1, Recital 4.)

Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that there are approximately 354 Aggrieved Employees (including Plaintiff) and approximately 18,606 pay periods from March 6, 2025 through the date of the mediation. (*See* Byrne Decl., ¶ 24; Ex. 1, Recital 5.)

[1] Employee IDs were provided in lieu of names to address privacy concerns in the absence of a *Belaire-West* opt-out process.

The Parties scheduled a full-day private mediation for July 28, 2026. In further preparation for mediation and to facilitate analysis of Defendants' PAGA exposure, Plaintiff's counsel also conducted his own investigation, conducting extensive interviews with Plaintiff, and reviewing relevant documents, timecards, and policies and procedures applicable to the claims at issue. (*See* Byrne Decl., ¶¶ 12–13.)

On July 28, 2026, the Parties participated in a full-day private mediation with an experienced wage and hour mediator, Steven C. Amundson, Esq. (*See* Byrne Decl., ¶ 13; Ex. 1, Recital 6.) With the assistance of the mediator, the Parties reached a settlement in principle of Plaintiff's representative PAGA claims, subject to Court approval.[2] (*See* Byrne Decl., ¶ 13; Ex. 1, Recital 6.)

Following the mediation, the Parties executed a short-form settlement agreement documenting the key settlement terms, with an agreement that a long-form settlement agreement would be prepared and executed. The Parties then executed a long-form Private Attorneys General Act Settlement and Release ("PAGA Settlement and Release Agreement"). Attached as **Exhibit 1** to the Byrne Decl. is a true and correct copy of the PAGA Settlement and Release Agreement. (*See* Byrne Decl., ¶ 13; Ex. 1.)

As required by PAGA, concurrently with the filing of this Motion, Plaintiff's counsel submitted this Notice of Motion and Motion and the PAGA Settlement and Release Agreement to the LWDA for its review. (Lab. Code, § 2699, subd. (s)(2); *see* Byrne Decl., ¶ 39.)

III. SUMMARY OF SETTLEMENT TERMS

The PAGA Settlement and Release Agreement provides that Defendants will pay a total of One Hundred Seventy-Five Thousand Dollars ($175,000.00) (the "Gross PAGA Settlement Amount"), as a non-reversionary settlement fund to settle the representative PAGA claims in this action. (*See* Ex. 1, ¶¶ 8(m), 14.)

[2] The Parties also reached a separate, confidential settlement of Plaintiff's individual claims, which has been finalized and is not contingent on the Court's approval of the PAGA Settlement. (*See* Byrne Decl., ¶ 14; Ex. 1, Recital 6.)

The "Aggrieved Employees" are all current and former non-exempt employees employed by Defendants in California during the PAGA Claim Period, i.e., from March 6, 2025, through the date of settlement approval by the Court, subject to the Escalator Clause described below. (*See* Ex. 1, ¶ 8(o), (q).)

From the Gross PAGA Settlement Amount of $175,000.00, the following amounts will be disbursed by the Settlement Administrator, subject to this Court's approval:

- Plaintiff's counsel's attorney's fees of one third of the Gross PAGA Settlement Amount ($58,300.00) in connection with the PAGA claims;
- Plaintiff's counsel's out-of-pocket litigation expenses of $6,000.00;
- Plaintiff's enhancement award of $5,000.00; and
- PAGA Settlement administration expenses not to exceed $4,750.00.
- This results in an estimated "Net PAGA Settlement Amount" of $100,950.00 (i.e., the Gross PAGA Settlement Amount, minus requested fees, costs, enhancement, and PAGA Settlement administration expenses).

(*See* Ex. 1, ¶¶ 8(n), 10–12.)

As required by PAGA, 65% of the Net PAGA Settlement Amount ($65,617.50) will be paid to the LWDA and the remaining 35% of the Net PAGA Settlement Amount ($35,332.50) will be distributed among the Aggrieved Employees on a pro rata basis according to their pay periods during the PAGA Claim Period.[3] (Lab. Code, § 2699, subd. (m); *see* Ex. 1, ¶¶ 13–14.)

To avoid dilution of the PAGA Settlement, the Parties agreed to an Escalator Clause which holds if the total number of pay periods exceeds the 18,606 pay periods estimated at mediation by more than ten percent (10%), Defendants shall elect either to (i) increase the Gross

[3] On June 27, 2024, the California Legislature passed two bills amending various provisions of PAGA, which apply where the PAGA notice was filed with the LWDA on or after June 19, 2024. (*See* Stats. 2024, ch. 44 (Assem. Bill No. 2288); Stats. 2024, ch. 45 (Sen. Bill No. 92); Lab. Code, § 2699, subd. (v).) Plaintiff filed his PAGA Notice on March 6, 2026, so all references to PAGA refer to the statute as amended.

PAGA Settlement Amount by the percentage above 110%, or (ii) end the PAGA Claim Period where the total pay periods do not exceed 110% of 18,606. (*See* Ex. 1, ¶ 31.)

Within fourteen (14) calendar days after the Effective Date,[4] Defendants will deposit the Gross PAGA Settlement Amount with the Settlement Administrator and provide it with each Aggrieved Employee's name, contact information, Social Security number, and pay periods, for administration and disbursement of the PAGA penalties. (*See* Ex. 1, ¶¶ 8(c), 9, 17.)

Payments will be made to the Aggrieved Employees by check to their last known home address, and Aggrieved Employees will not be required to submit a claim form or take any other steps to receive their payment. (*See* Ex. 1, ¶¶ 8(c), 9, 18–19.)

Subject to the Court's approval, the settlement administration, including calculation and issuance of payments, will be performed by nationally recognized settlement administrator Phoenix Settlement Administrators (the "Settlement Administrator"). Attached as Exhibit 3 to the Byrne Decl. is a true and correct copy of the Settlement Administrator's quote in the amount of $4,750.00 for the administration of the PAGA Settlement. (*See* Byrne Decl., ¶ 40; Ex. 3; Ex. 1, ¶ 12.)

The PAGA Settlement and Release Agreement releases all claims for civil penalties under PAGA 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. (*See* Ex. 1, ¶¶ 8(t), 27.)

As this is a representative PAGA-only settlement, any individualized non-PAGA claims (such as claims for alleged unpaid wages, retaliation, or wrongful termination) of other Aggrieved Employees are not being released by virtue of this PAGA Settlement. (*See* Ex. 1, ¶¶ 8(t), 27.)

[4] The Effective Date is the date the Court enters an order approving the PAGA Settlement if the LWDA does not seek to intervene, or a later date if the LWDA objects or seeks to intervene or an appeal is filed. (Ex. 1, ¶ 8(g).)

Within fourteen (14) calendar days of the funding of the Gross PAGA Settlement Amount, the Settlement Administrator shall cause all PAGA Settlement payments to be paid, including the payment to the LWDA (65% of the Net PAGA Settlement Amount), the payment to the Aggrieved Employees (35% of the Net PAGA Settlement Amount), the payment to Plaintiff for the enhancement award, and the payments to Plaintiff's counsel for the approved attorney's fees and costs. (*See* Ex. 1, ¶ 9.)

Accompanying the payments to the Aggrieved Employees, the Settlement Administrator shall mail a Notice of Settlement in English and Spanish, copies of which are attached as Exhibit 4 to the Byrne Decl. (*See* Byrne Decl., ¶ 41; Ex. 4)

All settlement payments to Aggrieved Employees will be treated as penalties, for which an IRS Form 1099 will be issued if applicable. (*See* Ex. 1, ¶ 22.)

Prior to mailing the Notice of Settlement, the Settlement Administrator shall check the addresses provided in the Aggrieved Employee List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Notice of Settlement and their checks be returned to the Settlement Administrator after mailing, the Settlement Administrator will search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Notice of Settlement and check to any alternative or updated address obtained by the Settlement Administrator. (*See* Ex. 1, ¶ 12; Ex. 3.)

Each Aggrieved Employee will be issued one check for his or her payment, which will be valid for one hundred eighty (180) calendar days from the date of original issuance. The funds from any check remaining uncashed after the 180-day period shall be transmitted to the California State Controller's Office, Unclaimed Property Division, in the name of the Aggrieved Employee. (*See* Ex. 1, ¶ 18(b).)

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND SHOULD BE APPROVED

A. Legal Standard

Under PAGA, "an 'aggrieved employee' may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations." (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380 [quoting *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980], abrogated in part on other grounds in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Sixty-five percent of any penalties recovered go to the LWDA, leaving the remaining 35 percent for the employees. (Lab. Code, § 2699, subd. (m).) Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA.

In contrast to a class settlement, there is little case law addressing the standard for approving a PAGA settlement. "Despite the fact that ' "a representative action under PAGA is not a class action" ' [citation], and is instead a 'type of qui tam action' [citation], a standard requiring the trial court to determine independently whether a PAGA settlement is fair and reasonable is appropriate." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710.) Thus, while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, a standard of review is warranted that prevents fraud, collusion, or unfairness and "protects the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz*, at p. 77.) "Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement." (*Ibid.*) Moreover, a PAGA settlement should be evaluated in view of "PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Ibid.*)

The PAGA statute permits a trial court to "award a lesser amount than the maximum civil penalty amount specified by this part . . . if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code, § 2699, subd. (e)(2).) Moreover, a PAGA settlement may be substantially discounted given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (*See Viceral v. Mistras Group, Inc.* (N.D.Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 U.S.Dist.Lexis 140759, pp. *25–*26; *see also Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 [affirming a judgment which only provided for a PAGA penalty of $5 per violation, as opposed to the $50 maximum awardable penalty].)

B. The Settlement Is the Product of Extensive, Arm's-Length Negotiations

While PAGA settlements do not need to satisfy the same requirements as class action settlements, in the context of class action settlements, a "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; *see also Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52–53; *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1389.) Notwithstanding that PAGA settlements are not treated as class action settlements, the Parties use the class action settlement standard here because of the dearth of guidance for approval of PAGA settlements.

Here, with the exception of the percentage of objectors (which is not a factor in the PAGA settlement context), all of these factors are present. The PAGA Settlement and Release Agreement here was the result of extensive arm's-length negotiations between experienced employment law counsel who are familiar with the substantive legal issues and with complex representative PAGA litigation. The Parties participated in a full-day, private mediation with a highly experienced mediator and managed to reach a settlement of Plaintiff's PAGA claims

subject to Court approval. (*See* Byrne Decl., ¶¶ 13–14; Ex. 1, Recital 6, ¶ 42.) The Court "undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's-length transaction entered without self-dealing or other potential misconduct." (*Kullar*, *supra*, 168 Cal.App.4th at p. 129.)

In addition, Plaintiff's counsel is experienced in the litigation and settlement of complex wage-and-hour cases, including representative PAGA actions. (*See* Byrne Decl., ¶¶ 3–6.) Based on his experience litigating similar cases, Plaintiff's counsel believes that the PAGA Settlement is fair, reasonable, and adequate and is in the best interests of the LWDA, the Aggrieved Employees, and all Parties, in light of all known facts and circumstances and the risks inherent in litigation. (*See* Byrne Decl., ¶ 27; Ex. 1, Recital 6.)

C. Calculation of Potential Civil Penalty Exposure

The data produced by Defendants indicates that as of the date of the mediation there are a total of 354 Aggrieved Employees who worked a total of 18,606 weekly pay periods. (*See* Byrne Decl., ¶ 24; Ex. 1, Recital 5, ¶ 31.)

For purposes of Plaintiff's calculations of the total potential exposure for PAGA penalties, the penalty rate of $100 per pay period under Labor Code section 2699, subdivision (f)(2)(A) was applied for all pay periods. Because Defendants pay their employees weekly rather than biweekly, the penalty is reduced by one-half (Lab. Code, § 2699, subd. (o)), which Plaintiff applied by counting the 18,606 weekly pay periods as 9,303. (*See* Byrne Decl., ¶ 23; Ex. 1, ¶ 31.)

The following calculations assume no discretionary reduction of penalties by the Court and apply "stacking" of penalties of the two primary predicate violations advanced by Plaintiff, for meal period violations and for overtime and sick pay paid at an incorrect regular rate. Plaintiff analyzed the 25% random sample of records produced by Defendants and extrapolated the violation rates to all pay periods. This yields an estimated 5,660 pay periods with meal period violations (60.84%) and 1,180.5 pay periods with regular rate violations (12.69%). (*See* Byrne Decl., ¶ 24.)

Using this methodology, the maximum PAGA penalty for each violation would be:

Meal period violations: $566,000 (5,660 pay periods x $100)

Regular rate violations: $118,050 (1,180.5 pay periods x $100)

Total: **$684,050**[5]

Assuming Plaintiff prevailed and both penalties were assessed and stacked together, the $175,000.00 PAGA Settlement represents approximately **25.6%** of the total estimated exposure, and approximately **30.9%** of the $566,000 maximum for meal period violations alone, yielding an average recovery of about **$18.81** per pay period. (*See* Byrne Decl., ¶ 25; Ex. 1, ¶ 31.)

D. The Risks of Further Litigation Are Substantial and the PAGA Settlement Provides Significant Relief for the State and the Putative Aggrieved Employees

Given the risks and challenges that Plaintiff's claims would face in protracted litigation, and the vigorous substantive and procedural defenses that Defendants would present, Plaintiff and his counsel believe that this is a fair and reasonable settlement, and a fair and reasonable outcome for the LWDA and the Aggrieved Employees. Plaintiff applied various risk discounts to account for the perceived strengths and weaknesses of each claim. (*See* Byrne Decl., ¶ 27.)

1. Risks Regarding Limitations on Recoverable PAGA Penalties

Plaintiff took into account various risk factors and uncertainties in negotiating the PAGA Settlement, including the following:

a. The 15 Percent Cap Under the 2024 Amendments

Under the 2024 amendments, the total amount of penalties recoverable is limited to "15 percent of the penalty sought" if, before receiving the PAGA notice or a request for records, the

[5] Plaintiff contends that he could theoretically pursue PAGA penalties for every Labor Code provision that was allegedly violated. Even if PAGA did permit "stacked" penalties, however, many of these violations would be derivative of each other, and provide arguably redundant penalties. It is quite likely, therefore, that despite the maximum theoretical recovery that might be available from "stacked" penalties, the Court would exercise its discretion to reduce penalties that appeared redundant or excessive. Accordingly, for purposes of settlement, and as discussed further below, Plaintiff believes that this is a reasonable and appropriate method to calculate potential PAGA penalty exposure.

employer "has taken all reasonable steps to be in compliance with all provisions identified in the notice." (Lab. Code, § 2699, subd. (g)(1).) Those steps may include having "conducted periodic payroll audits and took action in response to the results of the audit," and "[t]he existence of a violation, despite the steps taken, is insufficient to establish that an employer failed to take all reasonable steps." (*Id.*, subd. (g)(2).) Here, prior to Plaintiff filing his PAGA Notice, Bezsam contends that it audited its payroll and made retroactive payments, with interest, for the errors it identified. Defendants contend that the 15 percent cap is applicable to this matter on account of these steps. Plaintiff contends that the cap does not apply, because Bezsam had already settled claims over the same meal period practices in its 2024 class settlement in *Arce v. Bezsam, Inc.*, and Plaintiff's counsel's analysis of the sample records showed that the meal period violation rate after the audit was not materially different from the rate before it. (*See* Byrne Decl., ¶ 20.) However, because continued violations alone do not defeat the cap, Plaintiff recognized that there was a substantial risk that the 15 percent cap would apply. If the cap applied, each penalty would be limited to **$15** per pay period, less than this settlement's average recovery of **$18.81** per pay period, and the maximum exposure would be **$102,608**, which the settlement would exceed by **$72,392**. (*See* Byrne Decl., ¶ 26.)

b. The Availability of "Stacked" PAGA Penalties

Plaintiff contends PAGA permits recovery of a separate penalty for each distinct Labor Code violation in a given pay period. Defendants, by contrast, argue that only one penalty may be assessed per pay period regardless of the number of violations, citing Labor Code section 2699, subdivision (f)(2), which sets a per-pay-period penalty amount but does not expressly authorize multiplication based on the number of violations. (*See* Byrne Decl., ¶ 25.) While Plaintiff disagrees with Defendants' statutory reading, he acknowledges the legal uncertainty due to the lack of appellate authority on this issue. Plaintiff's exposure calculations assumed stacked penalties. If stacking were disallowed, a pay period with both violations would carry only one penalty.

c. The Trial Court's Discretion to Reduce PAGA Penalties

Labor Code section 2699, subdivision (e)(2) affords trial courts broad discretion to reduce PAGA penalties where the full amount would be "unjust, arbitrary and oppressive, or confiscatory." Defendants point to their meal period policies and waivers, their payroll audit, and the retroactive payments, with interest, they made before Plaintiff's notice. (*See* Byrne Decl., ¶¶ 16, 18, 20.) While Plaintiff disputes that a material reduction is warranted, he acknowledges the Court's unrestricted discretion to reduce penalties creates uncertainty and risk. This statutory uncertainty was appropriately weighed in reaching the proposed settlement.

In light of these potential issues, this PAGA Settlement represents a fair and reasonable outcome for the State of California (which will receive 65% of the Net PAGA Settlement Amount) and the Aggrieved Employees (who will receive the remaining 35% of the Net PAGA Settlement Amount on a pro rata basis).

d. Defendants' Legal Defenses

Throughout this litigation and settlement negotiations, Defendants have consistently maintained that Plaintiff's PAGA claims would fail at trial because Defendants substantially complied with the Labor Code. Defendants assert that all hours worked were paid, that they provided meal and rest periods, and that any non-compliant meal periods were the result of decisions by the employees themselves and not Defendants' actions, were covered by meal period waivers, or were compensated with meal period premiums. Defendants also assert that they corrected the regular rate error, with interest, before receiving Plaintiff's notice. Defendants argued that Plaintiff's theories of recovery on wage statement penalties arising from failure to pay meal period premiums are factually and legally unsupported (See *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056). Defendants further contend that any omission of premiums from wage statements was neither knowing and intentional nor suitable for representative treatment, and that liability would vary by employee and pay period, significantly limiting potential PAGA penalties. (*See* Byrne Decl., ¶¶ 16, 18, 19, 21, 22.) The 2024 amendments also allow the Court to "limit the evidence to be presented at trial or otherwise limit

the scope of any claim filed pursuant to this part to ensure that the claim can be effectively tried" (Lab. Code, § 2699, subd. (p)), and Defendants contend that the claims could not be tried without the testimony of each Aggrieved Employee. (*See* Byrne Decl., ¶ 21.)

While Plaintiff disputes Defendants' asserted defenses, none have been tested through litigation, creating significant risk that some or all of Plaintiff's PAGA claims could fail on the merits. Moreover, even a complete victory would not guarantee the full recovery estimated by Plaintiff, as it remains uncertain whether the violation rates in Defendants' sample would hold for *every Aggrieved Employee* in *every pay period*. (*See* Byrne Decl., ¶ 24.)

E. The Requested Fees and Litigation Costs Are Reasonable and Appropriate

PAGA allows a prevailing plaintiff to obtain attorney's fees and costs. (Lab. Code, § 2699, subd. (k)(1).) The United States Supreme Court has recognized that "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; accord, *Serrano v. Priest* (1977) 20 Cal.3d 25, 38 [trial courts have equitable power to award attorney's fees and costs when a litigant proceeding in a representative capacity secures a substantial benefit]; *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503.) This guidance should equally apply to representative settlements under PAGA.

Here, Plaintiff's counsel seeks attorney's fees of one third of the Gross PAGA Settlement Amount ($58,300.00), which is typical in class and PAGA settlements. This request is reasonable under both the percentage-of-recovery method and the lodestar cross-check framework routinely applied by California courts to assess fee reasonableness in representative matters. To date, Plaintiff's counsel has expended 92.95 hours on this representative action, for a lodestar of $53,446.25 at a reasonable and conservative hourly rate of $575, well below the prevailing market rates in the Los Angeles legal community for attorneys of comparable skill, experience, and reputation in wage-and-hour class and PAGA litigation. This lodestar does not include additional time that will be required to prepare for and attend the hearing on this Motion,

oversee settlement administration, and complete all necessary post-approval work. (*See* Byrne Decl., ¶¶ 28–34.)

California courts routinely approve fee enhancements in contingency matters to fairly compensate counsel for the risk of nonpayment. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132–1138 [endorsing multipliers to reflect risk and delay in payment as "earned compensation" rather than a windfall]; *Mangold v. California Public Utilities Com.* (9th Cir. 1995) 67 F.3d 1470, 1478–1479 [approving 2.0 multiplier]; *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82–85 [affirming increase of $853,756 "starting point" fee to $2 million, in part for delay in payment].)

Here, the requested $58,300.00 fee award reflects a very modest **1.09** multiplier on counsel's lodestar of $53,446.25, which is well below the range commonly awarded. This modest enhancement is fully justified given the contingent nature of the representation, the delay in payment, and the meaningful result obtained for the State and putative Aggrieved Employees. (*See* Byrne Decl., ¶¶ 31, 34.)

Plaintiff's counsel's litigation costs are also very reasonable, as Plaintiff seeks only $6,000.00 for reimbursement of out-of-pocket litigation costs. (*See* Byrne Decl., ¶ 36.)

F. The Requested Enhancement for Plaintiff Is Reasonable and Appropriate

Plaintiff requests an enhancement award of $5,000.00 to recognize risks he incurred in pursuing these claims on behalf of the State and his former co-workers.

In PAGA settlements, as in class settlements, it is both reasonable and appropriate to award an incentive payment to the named plaintiff in recognition of their service on behalf of others. (*See, e.g.*, *Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at pp. 1393–1395 [upholding $10,000 incentive awards to each of the four class representatives].) Such awards compensate representatives "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Id.* at p. 1394, quoting *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.)

Here, Plaintiff's service as the PAGA representative materially advanced this case at every stage. Plaintiff provided documents, stayed in regular contact with his counsel, and was available throughout the mediation, which directly contributed to this outstanding result that benefits the State of California and all Aggrieved Employees. (Declaration of Plaintiff Rafael Gomez ("Gomez Decl."), ¶¶ 5–9; Byrne Decl., ¶¶ 37–38.)

Courts have recognized that assuming potentially career-damaging risks for the vindication of the rights of fellow employees is a factor justifying a substantial enhancement award. (*See, e.g.*, *Roberts v. Texaco, Inc.* (S.D.N.Y. 1997) 979 F.Supp. 185, 201 ["present or past employee whose present position or employment credentials or recommendation may be at risk by reason of having prosecuted the suit, who therefore lends his or her name and efforts to the prosecution of litigation at some personal peril"].)

Thus, given Plaintiff's contributions to this case and to this settlement, Plaintiff and his counsel believe that the requested enhancement is fair, reasonable, and fully justified.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court approve the proposed PAGA Settlement and direct the Parties to take all steps necessary to effectuate its terms.

Dated: November 12, 2026

THE BYRNE LAW GROUP



Adrian C. Byrne
Attorneys for Plaintiff and all Aggrieved Employees

Make a Reservation

RAFAEL GOMEZ vs BEZSAM, INC., et al.

Case Number: 26STCV30957 Case Type: Civil Unlimited Category: Other Employment Complaint
Date Filed: 2026-09-30 Location: Stanley Mosk Courthouse - Department 306

Reservation

Case Name:
RAFAEL GOMEZ vs BEZSAM, INC., et al.

Case Number:
26STCV30957

Type:
Motion re: (Motion re: Approval of Representative Settlement Under Private Attorneys General Act of 2004)

Status:
RESERVED

Filing Party:
Rafael Gomez, an individual, on behalf of himself, the State of California, and all other Aggrieved Employees (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 306

Date/Time:
06/02/2027 9:00 AM

Number of Motions:
1

Reservation ID:
779467700480

Confirmation Code:
CR-GPWKAPVMRYNWVXRZX

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			$0.00

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

Print Receipt | + Reserve Another Hearing | View My Reservations

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