Adrian C. Byrne (SBN 304020)
THE BYRNE LAW GROUP
8605 Santa Monica Blvd., Suite 48497
West Hollywood, CA 90069
Telephone: (800) 805-4002
Facsimile: (213) 805-6515
Email: adrian@thebyrnelawgroup.com

Attorneys for Plaintiff and all Aggrieved Employees

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]

DECLARATION OF ADRIAN C. BYRNE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Filed concurrently with Motion and Memorandum of Points and Authorities; Declaration of 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.

I, ADRIAN C. BYRNE, declare the following:

1. I am counsel of record for Plaintiff and the Aggrieved Employees in this matter. I am duly admitted to practice before all the courts of the state of California. The following facts are within my personal knowledge and, if called to testify, I could and would competently testify thereto.

2. I have been lead counsel on behalf of Plaintiff and the Aggrieved Employees throughout this action.

3. The following is a description of my legal background. I graduated from Bristol Law School in the United Kingdom and was called to the Bar of England and Wales in 2010. In 2013, I became licensed to practice as a Solicitor of England and Wales. I was subsequently admitted to the State Bar of California in 2015.

4. For more than 11 years, I have worked exclusively on employment law, with a focus on wage-and-hour class actions and representative actions under the Private Attorneys General Act of 2004 ("PAGA"). I estimate that I have litigated more than 100 wage-and-hour actions, including more than 50 class and/or PAGA representative actions. I have also handled wage-and-hour matters as a volunteer for the employment clinic of Bet Tzedek Legal Services in Los Angeles.

5. The following is a sampling of class and/or PAGA representative actions I have litigated in which I have been appointed as class counsel and the court approved the settlement:

- *Long v. HMC Group*, San Bernardino Sup. Ct., Case No. CIVDS2004962;
- *Sanchez v. Agro Pack LLC*, Imperial Sup. Ct., Case No. ECU002547;
- *Gutierrez v. Edgewood Residential Facility*, Los Angeles Sup. Ct., Case No. 23STCV16306;
- *Ramos v. Davidon Homes*, Contra Costa Sup. Ct., Case No. C23-01240;
- *Mora v. JEM Unlimited Iron, Inc.*, Orange Sup. Ct., Case No. 30-2019-01071649-CU-OE-CXC;

- *Roman Quinonez v. Angel Residential Care, Inc.*, Los Angeles Sup. Ct., Case No. 19STCV12399;
- *Garay v. Bannon Construction, Inc.*, San Francisco Sup. Ct., Case No. CGC-19-578375;
- *Gamboa Rocha v. KYL BBQ, Inc.*, Los Angeles Sup. Ct., Case No. 19STCV31362;
- *Chen v. City National Bank*, San Francisco Sup. Ct., Case No. CGC-20-588614;
- *Arriola Mejia v. DTI Associates, LLC*, Los Angeles Sup. Ct., Case No. 20STCV24532;
- *Soliz v. T.Y.P. Restaurant Group, Inc.*, Los Angeles Sup. Ct., Case No. 19STCV44209 (consolidated with *Hernandez v. T.Y.P. Restaurant Group, Inc.*, Case No. 19STCV25518);
- *Calvillo v. Unix Construction, Inc.*, Los Angeles Sup. Ct., Case No. 20STCV48935;
- *Pedroza v. Chino Steel, Inc.*, Los Angeles Sup. Ct., Case No. 22STCV03448;
- *Cazares v. SKS Enterprise, Inc.*, San Joaquin Sup. Ct., Case No. STK-CV-UOE-2022-0003076;
- *Villalobos v. Peggy Day Enterprises, Inc.*, Monterey Sup. Ct., Case No. 22CV002959;
- *Smeby v. Seatel, Inc.*, Contra Costa Sup. Ct., Case No. C22-01360;
- *Lemus v. Alltime Maintenance, Inc.*, Los Angeles Sup. Ct., Case No. 24STCV14397;
- *Amezquita v. Kaizen Resources, Inc.*, Imperial Sup. Ct., Case No. ECU003568;
- *Pineda v. Recon360, LLC*, Santa Clara Sup. Ct., Case No. 22CV398574;
- *Barajas v. Vlot Calf Ranch, Inc.*, Madera Sup. Ct., Case No. MCV087569;
- *Avila Parra v. Anthony J. Prieto Water Well Drilling, Inc.*, Madera Sup. Ct., Case No. MCV095180.

6. I have been selected for several years to the Southern California Super Lawyers – Rising Stars list in the category of "Employment Litigation: Plaintiff."

7. Plaintiff sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on March 6, 2026 ("PAGA Notice"). In the letter, Plaintiff apprised the LWDA of his wage and hour claims against Defendants. On September 16, 2026, Plaintiff sent a First Amended Notice clarifying his allegations with respect to the sick pay claim. True and correct copies of Plaintiff's PAGA Notice and First Amended Notice to the LWDA are attached hereto as **Exhibit 2**.

8. The LWDA did not notify Plaintiff of any intent to investigate these penalty claims within the sixty-five (65) day statutory notice period. Thus, Plaintiff has exhausted his administrative remedies under PAGA.

9. On or about September 30, 2026, Plaintiff filed a complaint asserting claims for civil penalties under PAGA (the "Complaint"). The Complaint alleged one cause of action for civil penalties on behalf of Plaintiff and other similarly aggrieved employees under PAGA for Defendants' alleged failure to pay all minimum wages, failure to pay overtime wages at the correct regular rate of pay, failure to pay sick leave at the correct rate of pay, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to timely pay wages during employment, unlawful deductions from wages, failure to provide compliant wage statements, failure to maintain accurate payroll records, failure to pay all wages due at termination, failure to reimburse business expenses, and additional Labor Code and Wage Order violations.

10. When my office submitted the PAGA Notice on March 6, 2026, and the Complaint to the LWDA on October 12, 2026, it identified two other PAGA notices in the LWDA's database against Defendant Bezsam, Inc., doing business as Coordinated Fleet Services ("Bezsam"). One is the notice underlying *Arce v. Bezsam, Inc.*, San Diego County Superior Court Case No. 37-2023-00018538-CU-OE-CTL, a class and PAGA action whose settlement released claims only through November 22, 2023, more than a year before the PAGA Claim

Period in this action began. The other is a 2025 notice by Jesus Lerma (LWDA-CM-1144156-25), on which no civil action was filed. Plaintiff's notice was based on his own employment.

11. Shortly after Plaintiff sent his notice to the LWDA, 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.

12. Before mediation, the Parties conducted informal discovery. Plaintiff requested, and Defendants produced, the list of Aggrieved Employees at issue, with employee IDs provided in lieu of names in order to address privacy concerns, and data surrounding the number of current and former employees, as well as the number of pay periods worked by Aggrieved Employees during the relevant time period, to establish a potential exposure model in preparation for mediation. Plaintiff randomly selected 25% of the employee IDs. Defendants subsequently produced documents including relevant policies and Excel files that included a sampling of time and pay records for the randomly selected 25% of Aggrieved Employees, with their start and end dates of employment. I reviewed and analyzed these records. In addition, Plaintiff provided me with documents from his employment. From this discovery, I was able to analyze Defendants' liability in this action and prepare a realistic damage model. In further preparation for mediation, I also conducted my own investigation, including extensive interviews with Plaintiff and a review of relevant documents, timecards, and policies and procedures applicable to the claims at issue.

13. The Parties attended a full-day mediation with experienced wage and hour mediator Steven C. Amundson, Esq., on July 28, 2026. With the assistance of the mediator's evaluations, the Parties reached a settlement in principle of Plaintiff's representative PAGA claims, subject to Court approval. 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. Thereafter, the Parties negotiated the long-form Private Attorneys General Act Settlement and Release ("PAGA Settlement and Release Agreement")

they now ask the Court to approve. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement and Release Agreement.

14. The Parties also settled Plaintiff's individual claims in a separate, confidential agreement. That settlement has been finalized and is not contingent on the Court's approval of this settlement. (**Exhibit 1** at Recital 6, Page 2.)

15. Plaintiff contended that Defendants did not provide employees with compliant meal periods, because meal periods were late, short, or missed, and shifts of over ten hours in length lacked a second meal period. Plaintiff asserted that Defendants' time records showed that Defendants did not provide compliant meal periods. In these shifts, Plaintiff contended that it is presumed that meal period violations occurred.

16. Defendants assert that their meal period policy is lawful and that they provide employees with meal periods in compliance with California law. Further, Defendants allege that if litigation continues, they would be able to show that they advised employees of the right to take meal periods in compliance with California law. Defendants contend that employees either took a lawful meal period or knowingly and voluntarily decided to skip the meal period, and that most of the meal periods at issue were covered by meal period waivers. Defendants contend that this evidence would rebut the presumption. Defendants also assert that the evidence in this case shows that employees were paid meal period premiums in shifts in which employees were not provided with compliant meal periods. Thus, Defendants contend that to the extent time records show an unlawful meal period, employees were provided a meal premium.

17. Plaintiff contended that Defendants paid overtime and paid sick leave at an incorrect regular rate of pay, as Bezsam acknowledged in a December 11, 2025 letter in which it announced that a payroll audit covering November 23, 2023 through October 3, 2025 had found that Bezsam used an incorrect regular rate to calculate overtime and paid sick leave.

18. Defendants contend that they corrected the error before receiving Plaintiff's notice, by recording retroactive overtime and sick pay, with interest, on December 10, 2025.

Defendants also contend that the records show an overtime shortfall in only 0.93% of sampled pay periods, and that sampled sick pay was paid at or above the base hourly rate.

19. Further, Defendants contend that Plaintiff would also have to prove that Defendants "knowingly and intentionally" failed to comply with the wage statement requirements under Labor Code section 226. (See *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.) Defendants maintain that they reasonably, and in good faith, believe that they were providing a complete and accurate wage statement in compliance with California law. Defendants also contend that the $25 penalty would apply as a maximum because employees could promptly and easily determine the accurate information from their wage statements. (Lab. Code, § 2699, subd. (f)(2)(A)(i).)

20. Defendants further contend that the 15 percent cap in Labor Code section 2699, subdivision (g)(1) applies, because before receiving Plaintiff's notice, Bezsam had already audited its payroll and made retroactive payments to Aggrieved Employees, with interest, for the errors it found. Bezsam's audit covered November 23, 2023 through October 3, 2025. It began the day after the class period ended in *Arce v. Bezsam, Inc.*, San Diego County Superior Court Case No. 37-2023-00018538-CU-OE-CTL, a class action that Bezsam resolved in a settlement agreement it signed on April 18, 2024. The *Arce* settlement covered claims for unpaid overtime, meal and rest periods, wage statements, final wages, and business expenses for the period from May 2, 2019 through November 22, 2023, and its release of PAGA claims ended on November 22, 2023, before the PAGA Claim Period here begins. Conversely, Plaintiff contended that the cap does not apply, because Bezsam had already settled claims over the same meal period practices in *Arce*, and the analysis of the sample records showed that its meal period violation rate after the audit was not materially different from the rate before it.

21. Defendants also argue that should litigation continue, they will ask the Court to limit the evidence to be presented at trial or otherwise limit the scope of the claims under Labor Code section 2699, subdivision (p), as Defendants do not believe that this case can be tried manageably and contend it will require the testimony of every individual Aggrieved Employee.

Furthermore, while Defendants do not concede that any of their wage and hour policies are unlawful, Defendants claim that any challenges Plaintiff has posed to their policies are easily refuted by how they are implemented in practice, and as a result, no Aggrieved Employee has suffered any damages.

22. Plaintiff's PAGA Notice identified twelve (12) potential violations under Labor Code section 2699, subdivision (f)(2). Besides the meal period and regular rate claims, Plaintiff alleged that Defendants failed to authorize and permit rest periods, failed to pay minimum wages, made unlawful deductions from final wages, failed to reimburse business expenses, and conditioned the payment of meal period premiums on a release, together with derivative claims for wage statement, recordkeeping, timely payment, and waiting time violations. Defendants dispute each of these claims. They contend that they authorized and permitted rest periods, that the records show no minimum wage, deduction, or expense violation for any employee other than Plaintiff, that the meal period premiums were disputed rather than conceded to be due, and that any failure to pay wages at separation was not willful because a good faith dispute exists. Plaintiff's rest period claim would depend on inferring missed rest periods from meal period records, because rest periods are not recorded, so it would likely be too individualized to prove on a representative basis. The derivative claims would fail with the underlying claims. For purposes of settlement, I therefore calculated Defendants' potential exposure using the two primary predicate violations advanced by Plaintiff, meal period violations and overtime and sick pay paid at an incorrect regular rate.

23. Defendants pay their employees weekly. In calculating Defendants' potential exposure, I applied the $100 penalty under Labor Code section 2699, subdivision (f)(2)(A), and counted each weekly pay period as one-half under subdivision (o).

24. There are approximately 354 Aggrieved Employees (including Plaintiff), who worked approximately 18,606 weekly pay periods from March 6, 2025 through July 28, 2026. (**Exhibit 1** at Recital 5 and Paragraph 31, Pages 2 and 13.) As described above, I counted those 18,606 weekly pay periods as 9,303, as required by Labor Code section 2699, subdivision (o). I

analyzed the 25% random sample of records produced by Defendants and extrapolated the violation rates to all 9,303 pay periods. Meal period violations occurred in approximately 60.84% of the pay periods in the sample, which yields an extrapolated estimated 5,660 pay periods with meal period violations. Regular rate violations occurred in approximately 12.69% of the pay periods in the sample (an overtime shortfall in 0.93% and sick pay at an incorrect rate in 11.76%), which yields an extrapolated estimated 1,180.5 pay periods with regular rate violations. Assuming no discretionary reduction of penalties by the Court and "stacking" of the penalties for the two predicate violations, Defendants' maximum exposure under Labor Code section 2699, subdivision (f)(2) is:

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**

25. Assuming Plaintiff prevailed and both penalties were assessed and stacked together, the Gross PAGA Settlement Amount of $175,000.00 is approximately **25.6%** of the total estimated exposure. Defendants contend that Plaintiff would not be allowed to "stack" PAGA penalties. If the Court agreed and awarded only one PAGA penalty per pay period, a pay period with both violations would carry only one penalty. In such circumstances, the Gross PAGA Settlement Amount of $175,000.00 would be approximately **30.9%** of the $566,000 maximum for meal period violations alone. As addressed above, because Defendants pay weekly, the 18,606 pay periods at mediation are valued at 9,303 under Labor Code section 2699, subdivision (o) (**Exhibit 1** at Paragraph 31, Page 13), so the Gross PAGA Settlement Amount yields an average recovery of about **$18.81** per pay period.

26. If the 15 percent cap in Labor Code section 2699, subdivision (g)(1) applied, as Defendants contend, each penalty would be limited to **$15** per pay period (15 percent of $100), less than this settlement's average recovery of about **$18.81** per pay period, and the maximum exposure for the two predicate violations would be **$102,608**, which the Gross PAGA Settlement Amount would exceed by **$72,392**.

27. In reaching this PAGA Settlement, I assessed and advised Plaintiff on all of the risks of continued pursuit of this litigation and the factors in valuing these claims. In negotiating this PAGA Settlement, I applied various risk discounts to account for the perceived strengths and weaknesses of each claim, as well as Defendants' anticipated defenses. Based upon my knowledge of the facts of this case, my evaluation of the strengths and challenges of Plaintiff's claims and Defendants' defenses described above, and my experience litigating and settling wage and hour class and PAGA actions, I believe the PAGA Settlement is a fair, reasonable, and adequate settlement of these claims. I fully support this settlement.

28. I apply for an award of attorney's fees of one third of the Gross PAGA Settlement Amount ($58,300.00).

29. I bill my time in increments of one-tenth of an hour. To date, I have spent a total of 92.95 hours on the PAGA claims in this matter. Where a task served both Plaintiff's individual claims and the PAGA claims, I have counted only half of that time, and I have not included any time spent solely on Plaintiff's individual claims, which were resolved in a separate settlement. This does not include additional time likely to be incurred, including attendance at the hearing on this Motion and post-approval work related to settlement administration and finalization.

30. All of the work and tasks I performed were reasonable and necessary to the prosecution of this case and are reflected in the result achieved.

31. From the outset of the case to the present, prosecution of this action has involved significant financial risk. I undertook this matter on a contingent basis, investing significant time and resources, with no guarantee of recovery, and at the expense of other work that I could have performed.

32. My hourly rate is $575. Based on my experience and my familiarity with the rates charged by other attorneys who litigate wage-and-hour class and PAGA actions in Los Angeles, this rate is reasonable and conservative. It is 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 representative PAGA litigation.

33. My work on the PAGA claims in this matter has included: investigating Plaintiff's claims and interviewing Plaintiff; requesting Plaintiff's employment records; preparing Plaintiff's PAGA Notice and First Amended Notice to the LWDA; reviewing and analyzing Defendants' policy documents and the random sample of time and pay records for 25% of the Aggrieved Employees; preparing the exposure analysis and mediation brief; attending the full-day mediation; negotiating and drafting the PAGA Settlement and Release Agreement and the Notice of Settlement; preparing and filing the Complaint; and preparing this Motion and its supporting papers.

34. Based on 92.95 hours at $575 per hour, my lodestar is $53,446.25. The requested fee of $58,300.00 therefore represents a very modest and reasonable multiplier of approximately 1.09 on my lodestar.

35. I am the only attorney who worked on this matter, and my lodestar does not include any time by staff.

36. The PAGA Settlement and Release Agreement provides for reimbursement of Plaintiff's counsel's actual costs and expenses, supported by declaration, in an amount not to exceed $10,000.00. (**Exhibit 1** at Paragraph 10, Pages 6–7.) I have kept accurate records of my costs throughout this litigation. To date, I have incurred $6,140.30 in costs, of which Plaintiff requests reimbursement of only $6,000.00. These costs were all reasonable and necessary to the prosecution of this case and the results achieved. I anticipate additional costs of approximately $200 for the filing of this Motion and subsequent filings in this matter, for which I am not requesting reimbursement.

37. At every stage of this matter, Plaintiff was responsive and provided invaluable assistance. Plaintiff provided documents from his employment, answered my questions, stayed in regular contact with me, and was available throughout the full-day mediation. Without Plaintiff's

efforts, and his willingness to step forward on behalf of his former co-workers, we would not have been able to reach this outcome.

38. Given the risks and the extent of Plaintiff's contributions to this case and to this settlement, and based on my experience settling PAGA and class action cases, I believe that the requested enhancement of $5,000.00 is fair, reasonable, and fully justified. (**Exhibit 1** at Paragraph 11, Page 7.)

39. As required by PAGA, concurrent with the filing of this Motion, I submitted the Notice of Motion and Motion and the PAGA Settlement and Release Agreement to the LWDA for its review.

40. 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"). I have worked with Phoenix Settlement Administrators on numerous class action and/or PAGA settlements and have found them to be highly competent and responsive. In my opinion, Phoenix Settlement Administrators' bid of $4,750.00 for the administration services in this matter is reasonable. Attached hereto as **Exhibit 3** is a true and correct copy of the Settlement Administrator's quote.

41. True and correct copies of the proposed Notice of Settlement, in English and in Spanish, to be mailed with each Aggrieved Employee PAGA Payment check, are attached hereto as **Exhibit 4**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 12, 2026.

Adrian C. Byrne

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

EXHIBIT 2

March 6, 2026

VIA ONLINE ELECTRONIC SUBMISSION

Labor and Workforce Development Agency
Department of Industrial Relations

Re: ***Notice of Claims Pursuant to Private Attorneys General Act 2004, Labor Code § 2699.3***
RAFAEL GOMEZ v. BEZSAM INC., a California corporation doing business as Coordinated Fleet Services; BENJAMIN MACIAS, an individual; and DOES 1-50, inclusive

Dear PAGA Administrator:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698, *et seq.*, Rafael Gomez ("Gomez") provides this notice on behalf of himself and other aggrieved employees in the State of California to the Labor and Workforce Development Agency ("LWDA"); BEZSAM INC, a California corporation doing business as Coordinated Fleet Services ("CFS"); and BENJAMIN MACIAS, an individual ("MACIAS") (together "Defendants") of Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations committed by Defendants and personally experienced by Gomez.

Please allow this letter to serve as a notice and a request pursuant to § 2699.3 of the California Labor Code that your agency investigate the claims described below. If the agency does not intend to investigate the alleged violations, we ask that you please notify us of that fact. If your agency decides not to investigate the below-described claims, Gomez intends to pursue civil penalties and injunctive relief through a court action and/or in arbitration, on behalf of himself and the other aggrieved employees against whom Labor Code and Wage Order violations were committed by Defendants.

Introduction

CFS operates a medical patient transportation business throughout San Diego County and the surrounding region. Defendants have violated numerous provisions of the California Labor Code and applicable IWC Wage Order by denying their employees the compensation, other benefits, and statutory entitlements that they are owed.

One of the many individuals whom CFS hired is Gomez. Gomez worked for CFS as a non-exempt, hourly paid Medical Transport Driver from approximately July 26, 2023, through December 4, 2025, in San Diego County, California. During that period, Gomez was subject to CFS's direction and control.

Upon information and belief, MACIAS is an owner, officer, and/or director of CFS. At all times relevant herein, MACIAS exercised control over the working conditions, wages, and employment decisions affecting Gomez and other employees of CFS, including but not limited to CFS's wage and hour policies and practices and the decision to terminate Gomez's employment. As set forth more fully below, MACIAS is personally liable as an "owner, director, officer, or managing agent" within the meaning of Labor Code section 558.1 for violations of the applicable Labor Code and Wage Order violations.

Unless the agency decides to investigate and issue citations for Defendants' numerous Labor Code and Wage Order violations, Gomez intends to bring a representative action in court and/or in arbitration seeking civil penalties for violations of the Labor Code that are recoverable under PAGA on behalf of the State of California and all other aggrieved employees.

The aggrieved employees on whose behalf Gomez will file a PAGA civil action include: All current and former hourly or non-exempt employees who worked for CFS in the State of California during the applicable statutes of limitations period.

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1197, 1197.1, 1198; IWC Wage Order No. 9)

California Labor Code section 510 requires employers to pay no less than one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek, and no less than double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday. IWC Wage Order No. 9, section 3, imposes the same obligation. Labor Code section 1194 provides that an employee receiving less than the legal minimum wage or overtime compensation is entitled to recover the unpaid balance, together with interest, reasonable attorney's fees, and costs of suit. Labor Code sections 1197 and 1198 prohibit the payment of wages less than the minimum and the employment of workers under conditions prohibited by the applicable wage order.

Defendants systematically failed to pay Gomez and other aggrieved employees overtime wages at the correct rate. CFS's own internal payroll audit revealed that CFS had "inadvertently used the incorrect regular rate of pay when calculating overtime pay and paid sick leave" at a minimum during the audit period of November 23, 2023, through October 3, 2025, resulting in the underpayment of overtime wages to Gomez and all other aggrieved employees throughout the relevant period.

Gomez regularly worked ten-hour days, and sometimes twelve-hour days, Monday through Friday, and was occasionally required to work on Saturdays. As a result of CFS's use of an incorrect regular rate, Gomez was underpaid on every shift in which he worked in excess of eight hours per day or forty hours per week. CFS's audit covered only the period through October 3, 2025; however, upon information and belief, CFS continued to use the same incorrect regular rate from October 3, 2025, through Gomez's termination on December 4, 2025, resulting in additional overtime underpayments during the post-audit period that were not addressed by the audit or by any prior class action.

Thus, Defendants violated California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, and IWC Wage Order No. 9, section 3.

Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512(a); IWC Wage Order No. 9)

California Labor Code section 512(a) requires an employer to provide an employee with an uninterrupted meal period of no less than thirty (30) minutes for each work period of more than five (5) hours, and a second meal period of no less than thirty (30) minutes for each work period of more than ten (10) hours. IWC Wage Order No. 9, section 11, imposes the same obligation on employers in the transportation industry. An employer that fails to provide a meal period in compliance with these provisions must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided.

Defendants failed to provide Gomez and the aggrieved employees with timely, uninterrupted, duty-free meal periods of the requisite length. CFS assigned patient transport schedules that were inherently insufficient, failing to account for common delays such as heavy traffic or late client arrivals. Despite multiple complaints from Gomez regarding these scheduling flaws, CFS continued to ignore these variables. Consequently, Gomez and his colleagues were frequently denied lunch periods, forced to take them late (after the fifth hour of work), or required to cut them short to meet transport demands. On a regular basis, Gomez was expected to eat while driving or between patient stops to compensate for falling behind schedule.

CFS's own internal payroll audit, disclosed to Gomez on or about December 11, 2025, confirmed that Gomez "did not take some meal periods timely and/or did not take them at all at certain times during the Audit Period" of November 23, 2023, through October 3, 2025. CFS classified the resulting meal period premiums as "Disputed Wages Owed" in the gross amount of $5,543.00, and conditioned payment on Gomez's execution of a general release of all claims. CFS did not pay Gomez premium wages for these non-compliant meal periods, and to the extent any premiums were calculated, CFS used the base hourly rate rather than the "regular rate of compensation" required.

Thus, Defendants violated California Labor Code sections 226.7 and 512(a), and IWC Wage Order No. 9, section 11.

Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order 9)

IWC Wage Order No. 9, section 12, requires employers to authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. California Labor Code section 226.7(c) requires the employer to pay one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized and permitted.

Defendants failed to authorize and permit Gomez and the aggrieved employees to

take timely, uninterrupted rest periods. Gomez regularly worked shifts of ten hours or more, entitling him to at least two rest periods per shift, and frequently worked shifts exceeding twelve hours, entitling him to three. For the same reasons described above with respect to meal periods, CFS's patient transport schedules were inherently insufficient, failed to account for common delays such as heavy traffic or late client arrivals, and left no time for breaks, Gomez and his colleagues were regularly unable to take uninterrupted ten-minute rest periods. Despite Gomez's complaints regarding these scheduling flaws, CFS continued to ignore these variables and did not build rest period windows into its scheduling. CFS did not compensate Gomez or other aggrieved employees with one hour of wages at the regular rate of compensation for missed or non-compliant rest periods.

Thus, Defendants violated California Labor Code section 226.7 and IWC Wage Order No. 9, section 12.

Failure to Timely Pay Wages During Employment (Lab. Code § 204)

California Labor Code section 204 requires that all wages earned between the 1st and 15th of any calendar month are due and payable between the 16th and 26th of that month, and wages earned between the 16th and last day are due between the 1st and 10th of the following month. Section 204 also requires that overtime wages be paid no later than the payday for the next regular payroll period following the period in which the overtime wages were earned.

Defendants failed to pay Gomez and other aggrieved employees all wages due within the time periods specified by section 204. CFS's systematic use of an incorrect regular rate of pay resulted in the underpayment of overtime wages on each paycheck throughout Gomez's employment. Because CFS paid less overtime than was owed on each pay period in which Gomez worked overtime hours, CFS failed to timely pay the balance of those overtime wages. Additionally, CFS's failure to provide compliant meal and rest periods without paying the required premium wages resulted in further section 204 violations on an ongoing, pay-period-by-pay-period basis, as those premium wages were never paid during Gomez's employment.

Thus, Defendants violated California Labor Code section 204.

Unlawful Deductions from Wages (Lab. Code § 221)

California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Under California law, an employer may not deduct the outstanding balance of a loan or advance from an employee's final paycheck or other wages owed, even with prior written authorization. The repayment of a loan by an employee must be made by separate transaction, not by payroll deduction from wages owed.

During Gomez's employment, CFS provided Gomez with three salary advances of $500. Upon Gomez's termination, CFS deducted the outstanding balance of his salary

advance loans from the pay stubs and/or wage statements associated with the "Disputed Wages Owed" (meal period premiums in the gross amount of $5,543.00) and/or from his final wages. CFS unilaterally deducted this loan amounts from wages owed to Gomez, including from wages that CFS simultaneously withheld from Gomez and conditioned on execution of a general release, without Gomez's contemporaneous consent and without providing the amounts through a separate transaction. Upon information and belief, CFS maintained a similar practice of making unlawful deductions from the wages of other aggrieved employees.

Thus, Defendants violated California Labor Code section 221.

Waiting Time Penalties (Lab. Code §§ 201, 202, 203)

California Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that if an employee not having a written contract for a definite period quits employment, wages become due within seventy-two (72) hours, unless the employee gave seventy-two hours' notice. Section 203 provides that if an employer willfully fails to pay wages due under sections 201 or 202, the employee's wages continue as a penalty from the due date at the same rate until paid or until an action is commenced, for a period not exceeding thirty (30) days.

CFS terminated Gomez's employment on December 4, 2025. Although CFS issued Gomez a final paycheck that date, the final wages did not include all earned and accrued compensation, including properly calculated overtime premiums at the correct regular rate of pay, meal period premiums, rest period premiums, and paid sick leave calculated at the correct rate.

At the time of Gomez's termination, Defendants by their own admission, owed Gomez additional unpaid wages for overtime, paid sick leave, and meal period premiums. Despite having paid Gomez exclusively by direct deposit throughout his entire employment, CFS refused to deposit any of these funds into Gomez's bank account and refused to mail Gomez a check. Instead, Defendants insisted on Gomez's in-person attendance at CFS's offices in order to coerce Gomez into signing a "Settlement Agreement and General Release" as a condition of receiving these unpaid wages. On or about January 23, 2026 - more than seven weeks after his termination - CFS finally mailed Gomez partial payment of his unpaid wages. However, to date Defendants have refused to pay Gomez any amount for his unpaid meal period premiums, the release of which Defendants continue to condition on execution of a general release.

When Gomez and other aggrieved employees were terminated or quit, Defendants willfully failed to pay them all wages to which they were entitled, including unpaid overtime at the correct regular rate, meal and rest period premiums, paid sick leave at the correct rate, and unreimbursed business expenses.

Thus, Defendants violated California Labor Code sections 201, 202, and 203.

Failure to Maintain Accurate Payroll Records and Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226.3, 1174(d))

California Labor Code section 1174(d) requires employers to maintain payroll records showing the hours worked daily by each employee and the wages paid. Section 226(a) and IWC Wage Order No. 9 require employers to furnish each employee, semimonthly or at the time of each payment of wages, an accurate itemized wage statement showing, *inter alia*: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the pay period; (6) the name of the employee and the last four digits of the social security number or employee identification number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Section 226.3 provides for civil penalties for violations of section 226(a).

Defendants failed to maintain accurate payroll records and failed to provide compliant wage statements to Gomez and other aggrieved employees. Because CFS used an incorrect regular rate of pay throughout the relevant period, CFS's wage statements failed to accurately reflect the correct regular rate, the correct overtime rate, and the correct gross and net wages earned, on each pay period in which Gomez worked overtime hours. These inaccuracies were systemic and affected all aggrieved employees who worked overtime during the audit period and beyond.

In addition, Gomez is informed and believes that CFS created a pay stub and/or payroll record suggesting that CFS had issued payment for meal period premiums to Gomez in the gross amount of $5,543.00. In fact, these wages were never paid to Gomez because CFS conditioned delivery of the corresponding check on execution of a Settlement Agreement, which Gomez refused to sign. By issuing wage statements that recorded these amounts as paid when they were in fact not, Defendants knowingly and intentionally issued materially inaccurate wage statements.

Thus, Defendants violated California Labor Code sections 226(a), 226.3, and 1174(d), and IWC Wage Order No. 9.

Failure to Reimburse Necessary Business Expenses (Lab. Code § 2802)

California Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. IWC Wage Order No. 9, section 9, imposes the same obligation.

Defendants required Gomez to maintain sanitary conditions in his company-provided transport vehicle as a condition of transporting medical patients. While CFS provided wipes and gloves, CFS failed to provide adequate disinfecting supplies. Gomez was required to purchase, at his own expense, disinfectant liquid and spray necessary to comply with workplace sanitation requirements for the safe transport of medical patients. CFS did not reimburse Gomez for these costs. Upon information and belief, other

aggrieved employees were similarly required to purchase sanitation supplies and other necessary items at their own expense without reimbursement by CFS.

Thus, Defendants violated California Labor Code section 2802 and IWC Wage Order No. 9, section 9.

Individual Liability of Benjamin Macias (Lab. Code § 558.1)

California Labor Code section 558.1(a) provides that any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations. The statute imposes two independent prongs of individual liability: (1) violations of any IWC wage order provision regulating minimum wages or hours of work; and (2) violations of the six expressly enumerated Labor Code sections.

MACIAS is an owner, officer, and/or director of CFS. At all times relevant herein, MACIAS exercised control over the working conditions, wages, and employment decisions affecting Gomez and other employees of CFS. As the owner of CFS, MACIAS caused or permitted CFS to maintain the systemic payroll practices that resulted in the violations described in this notice, including the use of an incorrect regular rate of pay to calculate overtime, the failure to provide compliant meal and rest periods, the failure to timely pay all wages owed upon termination, the issuance of materially inaccurate wage statements, and the failure to reimburse necessary business expenses.

Thus, MACIAS violated, or caused to be violated, IWC Wage Order No. 9 and California Labor Code sections 203, 226, 226.7, 1194, and 2802, and is jointly and severally liable for unpaid wages, premium wages, penalties, prejudgment interest, and reasonable attorney's fees and costs pursuant to Labor Code section 558.1.

Summary of Violations

Defendants violated Labor Code §§ 510, 1194, and 1198 by failing to pay Gomez and the other aggrieved employees overtime wages at the correct regular rate of pay.

Defendants violated Labor Code §§ 1194, 1197, and 1197.1 by failing to pay Gomez and the other aggrieved employees minimum wages for all hours worked.

Defendants violated Labor Code §§ 512 and 226.7 by failing to provide Gomez and the other aggrieved employees with legally compliant, duty-free meal periods.

Defendants further violated Labor Code § 226.7 by failing to pay one additional hour of compensation for each workday in which a compliant meal period was not provided.

Defendants violated Labor Code § 226.7 by failing to authorize and permit duty-

free rest periods to Gomez and the other aggrieved employees. Defendants further violated Labor Code § 226.7 by failing to pay an additional hour of compensation for each workday in which a duty-free rest period was not provided.

Defendants violated Labor Code § 221 by making unlawful deductions from the wages of Gomez and the other aggrieved employees.

Defendants violated Labor Code §§ 201, 202, and 203 by willfully failing to pay all wages due to Gomez and the other aggrieved employees upon separation of their employment with Defendants, and failing to pay waiting time penalties as a result of such violations.

Defendants violated Labor Code § 1174(d) by failing to keep complete and accurate payroll records.

Defendants violated Labor Code § 226(a) by failing to maintain and provide Gomez and the other aggrieved employees with complete and accurate itemized wage statements.

Defendants violated Labor Code § 2802 by failing to indemnify or reimburse Gomez and the other aggrieved employees for business expenses necessarily incurred in the discharge of their work-related duties.

Defendants violated Labor Code § 204 by failing to pay wages due to Gomez and the other aggrieved employees within the specific pay periods required under Labor Code § 204.

Defendants violated Labor Code § 1198 by violating IWC Wage Order No. 9-2001 with respect to Gomez and the other aggrieved employees.

Defendants violated Labor Code § 1199 by violating IWC Wage Order No. 9-2001 with respect to Gomez and the other aggrieved employees, including §3 (relating to hours and days of work/overtime), §4 (relating to minimum wages), §7 (relating to records), §9 (relating to uniforms and equipment), §11 (relating to meal periods), §12 (relating to rest periods), and §18 (relating to penalties).

Defendants violated Labor Code § 558 by violating, or causing to be violated, relevant provisions regulating hours and days of work in IWC Wage Order No. 9-2001.

Defendant MACIAS violated Labor Code § 558.1 by violating, or causing to be violated, provisions regulating minimum wages and hours of work in IWC Wage Order No. 9-2001, and by violating, or causing to be violated, Labor Code sections 203, 226, 226.7, 1194, and 2802, while acting as an owner, officer, director, and/or managing agent of Defendant BEZSAM INC dba Coordinated Fleet Services.

Conclusion

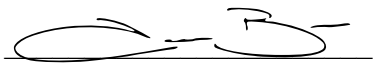
Gomez respectfully requests that the agency investigate the above allegations, and,

in any event, provide notice regarding its intent to investigate pursuant to Labor Code § 2699.3. If the agency does not intend to investigate the alleged violations, Gomez respectfully requests a letter confirming the same so that we may bring a civil action seeking civil penalties and injunctive relief under PAGA against Defendants for the violations described in this letter. Please know that we intend to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office decline to investigate, or investigate but decline to issue citations, within the time frames set out in Labor Code § 2699.3.

Payment of the required filing fee in the amount of $75.00 shall be submitted through the PAGA filing portal concurrently herewith. Should you require anything further or have questions, please do not hesitate to contact me at (800) 805-4002 or adrian@thebyrnelawgroup.com.

Respectfully Submitted,

THE BYRNE LAW GROUP



Adrian Byrne, Esq.

VIA U.S. CERTIFIED MAIL

BEZSAM INC. dba Coordinated Fleet Services
Agent for Service of Process: Benjamin Macias
Benjamin Macias
730 West 19th Street
National City, California 91950

VIA EMAIL ONLY

BEZSAM INC. dba Coordinated Fleet Services
Benjamin Macias, individually
c/o Lisa J. Damiani, Esq.
Damiani Law Group APC
1059 Tenth Avenue
San Diego, CA 92101
CRoguski@damianilawgroup.com
ljdamiani@damianilawgroup.com

September 16, 2026

VIA ONLINE ELECTRONIC SUBMISSION

Labor and Workforce Development Agency
Department of Industrial Relations

Re: **(*First Amended) Notice of Claims Pursuant to Private Attorneys General Act 2004, Labor Code § 2699.3***
Original Notice Submitted: March 6, 2026
LWDA Case No. LWDA-CM-1162189-26
RAFAEL GOMEZ v. BEZSAM INC., a California corporation doing business as Coordinated Fleet Services; BENJAMIN MACIAS, an individual; and DOES 1-50, inclusive

Dear PAGA Administrator:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698, *et seq.*, Rafael Gomez ("Gomez") provides this first amended notice ("First Amended Notice") on behalf of himself and other aggrieved employees in the State of California to the Labor and Workforce Development Agency ("LWDA"); BEZSAM INC, a California corporation doing business as Coordinated Fleet Services ("CFS"); and BENJAMIN MACIAS, an individual ("MACIAS") (together "Defendants") of Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations committed by Defendants and personally experienced by Gomez. This first amended notice amends, restates, and supersedes in its entirety the notice Gomez submitted to the LWDA on March 6, 2026 (the "Original Notice").

Please allow this letter to serve as an amended notice and a request pursuant to § 2699.3 of the California Labor Code that your agency investigate the claims described below. If the agency does not intend to investigate the alleged violations, we ask that you please notify us of that fact. If your agency decides not to investigate the below-described claims, Gomez intends to pursue civil penalties and injunctive relief through a court action and/or in arbitration, on behalf of himself and the other aggrieved employees against whom Labor Code and Wage Order violations were committed by Defendants.

Introduction

CFS operates a medical patient transportation business throughout San Diego County and the surrounding region. Defendants have violated numerous provisions of the California Labor Code and applicable IWC Wage Order by denying their employees the compensation, other benefits, and statutory entitlements that they are owed.

One of the many individuals whom CFS hired is Gomez. Gomez worked for CFS as a non-exempt, hourly paid Medical Transport Driver from approximately July 26, 2023, through December 4, 2025, in San Diego County, California. During that period, Gomez was subject to CFS's direction and control.

Upon information and belief, MACIAS is an owner, officer, and/or director of CFS. At all times relevant herein, MACIAS exercised control over the working conditions, wages, and employment decisions affecting Gomez and other employees of CFS, including but not limited to CFS's wage and hour policies and practices and the decision to terminate Gomez's employment. As set forth more fully below, MACIAS is personally liable as an "owner, director, officer, or managing agent" within the meaning of Labor Code section 558.1 for violations of the applicable Labor Code and Wage Order violations.

Unless the agency decides to investigate and issue citations for Defendants' numerous Labor Code and Wage Order violations, Gomez intends to bring a representative action in court and/or in arbitration seeking civil penalties for violations of the Labor Code that are recoverable under PAGA on behalf of the State of California and all other aggrieved employees.

The aggrieved employees on whose behalf Gomez will file a PAGA civil action include: All current and former hourly or non-exempt employees who worked for CFS in the State of California during the applicable statutes of limitations period.

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1197, 1197.1, 1198; IWC Wage Order No. 9)

California Labor Code section 510 requires employers to pay no less than one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek, and no less than double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday. IWC Wage Order No. 9, section 3, imposes the same obligation. Labor Code section 1194 provides that an employee receiving less than the legal minimum wage or overtime compensation is entitled to recover the unpaid balance, together with interest, reasonable attorney's fees, and costs of suit. Labor Code sections 1197 and 1198 prohibit the payment of wages less than the minimum and the employment of workers under conditions prohibited by the applicable wage order.

Defendants systematically failed to pay Gomez and other aggrieved employees overtime wages at the correct rate. CFS's own internal payroll audit revealed that CFS had "inadvertently used the incorrect regular rate of pay when calculating overtime pay and paid sick leave" at a minimum during the audit period of November 23, 2023, through October 3, 2025, resulting in the underpayment of overtime wages to Gomez and all other aggrieved employees throughout the relevant period.

Gomez regularly worked ten-hour days, and sometimes twelve-hour days, Monday through Friday, and was occasionally required to work on Saturdays. As a result of CFS's use of an incorrect regular rate, Gomez was underpaid on every shift in which he worked

in excess of eight hours per day or forty hours per week. CFS's audit covered only the period through October 3, 2025; however, upon information and belief, CFS continued to use the same incorrect regular rate from October 3, 2025, through Gomez's termination on December 4, 2025, resulting in additional overtime underpayments during the post-audit period that were not addressed by the audit or by any prior class action.

Thus, Defendants violated California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, and IWC Wage Order No. 9, section 3.

Failure to Pay Sick Leave at the Correct Rate of Pay (Lab. Code §§ 245-249, 246(l); and Lab. Code §§ 201-204, 226(a))

At all times relevant herein, the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code sections 245 through 249, was in full force and effect and was binding on Defendants. For non-exempt employees, Labor Code section 246(l) requires paid sick time to be calculated either in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior ninety (90) days of employment. Civil penalties for violations of these provisions are recoverable in a representative action under PAGA. (*Wood v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 742.)

Defendants systematically failed to pay Gomez and other aggrieved employees paid sick leave at the correct rate of pay. By Defendants' own admission, CFS's internal payroll audit, disclosed to Gomez on or about December 11, 2025, revealed that CFS had "inadvertently used the incorrect regular rate of pay when calculating overtime pay and paid sick leave," at a minimum during the audit period of November 23, 2023, through October 3, 2025. Gomez used paid sick leave during his employment, including on or about July 14, 2025, when he requested two days of sick leave through CFS's Paychex application, and Gomez was underpaid for that leave because CFS calculated it using an incorrect regular rate of pay. CFS classified the resulting sick leave underpayments, together with the overtime underpayments, as "Undisputed Wages Owed," yet did not pay Gomez any portion of those amounts until on or about January 23, 2026, which was more than seven weeks after his termination. Upon information and belief, CFS applied the same incorrect regular rate of pay companywide, underpaying Gomez and every other aggrieved employee who used paid sick leave, in each pay period in which paid sick leave was used, and continued to use the same incorrect rate from October 3, 2025, through and after Gomez's termination on December 4, 2025, resulting in additional sick leave underpayments during the post-audit period, including in Gomez's final wages, that were not addressed by the audit.

Independently of Labor Code sections 245 through 249, paid sick leave constitutes wages. Defendants' payment of sick leave at less than the rate required by law therefore also constituted a failure to timely pay all wages due during employment in violation of Labor Code section 204, a failure to pay all wages earned and unpaid at the time of separation in violation of Labor Code sections 201, 202, and 203, and the furnishing of wage statements misstating the gross and net wages earned in violation of Labor Code section 226(a), as further described in the respective sections of this notice.

Thus, Defendants violated California Labor Code sections 245 through 249, including section 246(l), and, derivatively, sections 201, 202, 203, 204, and 226(a).

Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512(a); IWC Wage Order No. 9)

California Labor Code section 512(a) requires an employer to provide an employee with an uninterrupted meal period of no less than thirty (30) minutes for each work period of more than five (5) hours, and a second meal period of no less than thirty (30) minutes for each work period of more than ten (10) hours. IWC Wage Order No. 9, section 11, imposes the same obligation on employers in the transportation industry. An employer that fails to provide a meal period in compliance with these provisions must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided.

Defendants failed to provide Gomez and the aggrieved employees with timely, uninterrupted, duty-free meal periods of the requisite length. CFS assigned patient transport schedules that were inherently insufficient, failing to account for common delays such as heavy traffic or late client arrivals. Despite multiple complaints from Gomez regarding these scheduling flaws, CFS continued to ignore these variables. Consequently, Gomez and his colleagues were frequently denied lunch periods, forced to take them late (after the fifth hour of work), or required to cut them short to meet transport demands. On a regular basis, Gomez was expected to eat while driving or between patient stops to compensate for falling behind schedule.

CFS's own internal payroll audit, disclosed to Gomez on or about December 11, 2025, confirmed that Gomez "did not take some meal periods timely and/or did not take them at all at certain times during the Audit Period" of November 23, 2023, through October 3, 2025. CFS classified the resulting meal period premiums as "Disputed Wages Owed" in the gross amount of $5,543.00, and conditioned payment on Gomez's execution of a general release of all claims. CFS did not pay Gomez premium wages for these non-compliant meal periods, and to the extent any premiums were calculated, CFS used the base hourly rate rather than the "regular rate of compensation" required.

Thus, Defendants violated California Labor Code sections 226.7 and 512(a), and IWC Wage Order No. 9, section 11.

Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order 9)

IWC Wage Order No. 9, section 12, requires employers to authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. California Labor Code section 226.7(c) requires the employer to pay one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized and permitted.

Defendants failed to authorize and permit Gomez and the aggrieved employees to

take timely, uninterrupted rest periods. Gomez regularly worked shifts of ten hours or more, entitling him to at least two rest periods per shift, and frequently worked shifts exceeding twelve hours, entitling him to three. For the same reasons described above with respect to meal periods, CFS's patient transport schedules were inherently insufficient, failed to account for common delays such as heavy traffic or late client arrivals, and left no time for breaks, Gomez and his colleagues were regularly unable to take uninterrupted ten-minute rest periods. Despite Gomez's complaints regarding these scheduling flaws, CFS continued to ignore these variables and did not build rest period windows into its scheduling. CFS did not compensate Gomez or other aggrieved employees with one hour of wages at the regular rate of compensation for missed or non-compliant rest periods.

Thus, Defendants violated California Labor Code section 226.7 and IWC Wage Order No. 9, section 12.

Failure to Timely Pay Wages During Employment (Lab. Code § 204)

California Labor Code section 204 requires that all wages earned between the 1st and 15th of any calendar month are due and payable between the 16th and 26th of that month, and wages earned between the 16th and last day are due between the 1st and 10th of the following month. Section 204 also requires that overtime wages be paid no later than the payday for the next regular payroll period following the period in which the overtime wages were earned.

Defendants failed to pay Gomez and other aggrieved employees all wages due within the time periods specified by section 204. CFS's systematic use of an incorrect regular rate of pay resulted in the underpayment of overtime wages on each paycheck throughout Gomez's employment. Because CFS paid less overtime than was owed on each pay period in which Gomez worked overtime hours, CFS failed to timely pay the balance of those overtime wages. For the same reason, CFS underpaid Gomez's paid sick leave in each pay period in which Gomez used paid sick leave and failed to timely pay the balance of those sick leave wages. Additionally, CFS's failure to provide compliant meal and rest periods without paying the required premium wages resulted in further section 204 violations on an ongoing, pay-period-by-pay-period basis, as those premium wages were never paid during Gomez's employment.

Thus, Defendants violated California Labor Code section 204.

Unlawful Deductions from Wages (Lab. Code § 221)

California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Under California law, an employer may not deduct the outstanding balance of a loan or advance from an employee's final paycheck or other wages owed, even with prior written authorization. The repayment of a loan by an employee must be made by separate transaction, not by payroll deduction from wages owed.

During Gomez's employment, CFS provided Gomez with three salary advances of

$500. Upon Gomez's termination, CFS deducted the outstanding balance of his salary advance loans from the pay stubs and/or wage statements associated with the "Disputed Wages Owed" (meal period premiums in the gross amount of $5,543.00) and/or from his final wages. CFS unilaterally deducted this loan amounts from wages owed to Gomez, including from wages that CFS simultaneously withheld from Gomez and conditioned on execution of a general release, without Gomez's contemporaneous consent and without providing the amounts through a separate transaction. Upon information and belief, CFS maintained a similar practice of making unlawful deductions from the wages of other aggrieved employees.

Thus, Defendants violated California Labor Code section 221.

Waiting Time Penalties (Lab. Code §§ 201, 202, 203)

California Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that if an employee not having a written contract for a definite period quits employment, wages become due within seventy-two (72) hours, unless the employee gave seventy-two hours' notice. Section 203 provides that if an employer willfully fails to pay wages due under sections 201 or 202, the employee's wages continue as a penalty from the due date at the same rate until paid or until an action is commenced, for a period not exceeding thirty (30) days.

CFS terminated Gomez's employment on December 4, 2025. Although CFS issued Gomez a final paycheck that date, the final wages did not include all earned and accrued compensation, including properly calculated overtime premiums at the correct regular rate of pay, meal period premiums, rest period premiums, and paid sick leave calculated at the correct rate.

At the time of Gomez's termination, Defendants by their own admission, owed Gomez additional unpaid wages for overtime, paid sick leave, and meal period premiums. Despite having paid Gomez exclusively by direct deposit throughout his entire employment, CFS refused to deposit any of these funds into Gomez's bank account and refused to mail Gomez a check. Instead, Defendants insisted on Gomez's in-person attendance at CFS's offices in order to coerce Gomez into signing a "Settlement Agreement and General Release" as a condition of receiving these unpaid wages. On or about January 23, 2026 - more than seven weeks after his termination - CFS finally mailed Gomez partial payment of his unpaid wages. However, to date Defendants have refused to pay Gomez any amount for his unpaid meal period premiums, the release of which Defendants continue to condition on execution of a general release.

When Gomez and other aggrieved employees were terminated or quit, Defendants willfully failed to pay them all wages to which they were entitled, including unpaid overtime at the correct regular rate, meal and rest period premiums, paid sick leave at the correct rate, and unreimbursed business expenses.

Thus, Defendants violated California Labor Code sections 201, 202, and 203.

Failure to Maintain Accurate Payroll Records and Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226.3, 1174(d))

California Labor Code section 1174(d) requires employers to maintain payroll records showing the hours worked daily by each employee and the wages paid. Section 226(a) and IWC Wage Order No. 9 require employers to furnish each employee, semimonthly or at the time of each payment of wages, an accurate itemized wage statement showing, *inter alia*: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the pay period; (6) the name of the employee and the last four digits of the social security number or employee identification number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Section 226.3 provides for civil penalties for violations of section 226(a).

Defendants failed to maintain accurate payroll records and failed to provide compliant wage statements to Gomez and other aggrieved employees. Because CFS used an incorrect regular rate of pay throughout the relevant period, CFS's wage statements failed to accurately reflect the correct regular rate, the correct overtime rate, and the correct gross and net wages earned, on each pay period in which Gomez worked overtime hours or used paid sick leave. These inaccuracies were systemic and affected all aggrieved employees who worked overtime or used paid sick leave during the audit period and beyond.

In addition, Gomez is informed and believes that CFS created a pay stub and/or payroll record suggesting that CFS had issued payment for meal period premiums to Gomez in the gross amount of $5,543.00. In fact, these wages were never paid to Gomez because CFS conditioned delivery of the corresponding check on execution of a Settlement Agreement, which Gomez refused to sign. By issuing wage statements that recorded these amounts as paid when they were in fact not, Defendants knowingly and intentionally issued materially inaccurate wage statements.

Thus, Defendants violated California Labor Code sections 226(a), 226.3, and 1174(d), and IWC Wage Order No. 9.

Failure to Reimburse Necessary Business Expenses (Lab. Code § 2802)

California Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. IWC Wage Order No. 9, section 9, imposes the same obligation.

Defendants required Gomez to maintain sanitary conditions in his company-provided transport vehicle as a condition of transporting medical patients. While CFS provided wipes and gloves, CFS failed to provide adequate disinfecting supplies. Gomez was required to purchase, at his own expense, disinfectant liquid and spray necessary to comply with workplace sanitation requirements for the safe transport of medical patients.

CFS did not reimburse Gomez for these costs. Upon information and belief, other aggrieved employees were similarly required to purchase sanitation supplies and other necessary items at their own expense without reimbursement by CFS.

Thus, Defendants violated California Labor Code section 2802 and IWC Wage Order No. 9, section 9.

Individual Liability of Benjamin Macias (Lab. Code § 558.1)

California Labor Code section 558.1(a) provides that any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations. The statute imposes two independent prongs of individual liability: (1) violations of any IWC wage order provision regulating minimum wages or hours of work; and (2) violations of the six expressly enumerated Labor Code sections.

MACIAS is an owner, officer, and/or director of CFS. At all times relevant herein, MACIAS exercised control over the working conditions, wages, and employment decisions affecting Gomez and other employees of CFS. As the owner of CFS, MACIAS caused or permitted CFS to maintain the systemic payroll practices that resulted in the violations described in this notice, including the use of an incorrect regular rate of pay to calculate overtime and paid sick leave, the failure to provide compliant meal and rest periods, the failure to timely pay all wages owed upon termination, the issuance of materially inaccurate wage statements, and the failure to reimburse necessary business expenses.

Thus, MACIAS violated, or caused to be violated, IWC Wage Order No. 9 and California Labor Code sections 203, 226, 226.7, 1194, and 2802, and is jointly and severally liable for unpaid wages, premium wages, penalties, prejudgment interest, and reasonable attorney's fees and costs pursuant to Labor Code section 558.1.

Summary of Violations

Defendants violated Labor Code §§ 510, 1194, and 1198 by failing to pay Gomez and the other aggrieved employees overtime wages at the correct regular rate of pay.

Defendants violated Labor Code §§ 245-249, including § 246(l), by failing to pay Gomez and the other aggrieved employees paid sick leave at the correct rate of pay.

Defendants violated Labor Code §§ 1194, 1197, and 1197.1 by failing to pay Gomez and the other aggrieved employees minimum wages for all hours worked.

Defendants violated Labor Code §§ 512 and 226.7 by failing to provide Gomez and the other aggrieved employees with legally compliant, duty-free meal periods.

Defendants further violated Labor Code § 226.7 by failing to pay one additional hour of compensation for each workday in which a compliant meal period was not provided.

Defendants violated Labor Code § 226.7 by failing to authorize and permit duty-free rest periods to Gomez and the other aggrieved employees. Defendants further violated Labor Code § 226.7 by failing to pay an additional hour of compensation for each workday in which a duty-free rest period was not provided.

Defendants violated Labor Code § 221 by making unlawful deductions from the wages of Gomez and the other aggrieved employees.

Defendants violated Labor Code §§ 201, 202, and 203 by willfully failing to pay all wages due to Gomez and the other aggrieved employees upon separation of their employment with Defendants, and failing to pay waiting time penalties as a result of such violations.

Defendants violated Labor Code § 1174(d) by failing to keep complete and accurate payroll records.

Defendants violated Labor Code § 226(a) by failing to maintain and provide Gomez and the other aggrieved employees with complete and accurate itemized wage statements.

Defendants violated Labor Code § 2802 by failing to indemnify or reimburse Gomez and the other aggrieved employees for business expenses necessarily incurred in the discharge of their work-related duties.

Defendants violated Labor Code § 204 by failing to pay wages due to Gomez and the other aggrieved employees within the specific pay periods required under Labor Code § 204.

Defendants violated Labor Code § 1198 by violating IWC Wage Order No. 9-2001 with respect to Gomez and the other aggrieved employees.

Defendants violated Labor Code § 1199 by violating IWC Wage Order No. 9-2001 with respect to Gomez and the other aggrieved employees, including §3 (relating to hours and days of work/overtime), §4 (relating to minimum wages), §7 (relating to records), §9 (relating to uniforms and equipment), §11 (relating to meal periods), §12 (relating to rest periods), and §18 (relating to penalties).

Defendants violated Labor Code § 558 by violating, or causing to be violated, relevant provisions regulating hours and days of work in IWC Wage Order No. 9-2001.

Defendant MACIAS violated Labor Code § 558.1 by violating, or causing to be violated, provisions regulating minimum wages and hours of work in IWC Wage Order No. 9-2001, and by violating, or causing to be violated, Labor Code sections 203, 226, 226.7, 1194, and 2802, while acting as an owner, officer, director, and/or managing agent

of Defendant BEZSAM INC dba Coordinated Fleet Services.

Conclusion

Gomez respectfully requests that the agency investigate the above allegations, and, in any event, provide notice regarding its intent to investigate pursuant to Labor Code § 2699.3. If the agency does not intend to investigate the alleged violations, Gomez respectfully requests a letter confirming the same so that we may bring a civil action seeking civil penalties and injunctive relief under PAGA against Defendants for the violations described in this letter. Please know that we intend to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office decline to investigate, or investigate but decline to issue citations, within the time frames set out in Labor Code § 2699.3.

Should you require anything further or have questions, please do not hesitate to contact me at (800) 805-4002 or adrian@thebyrnelawgroup.com.

Respectfully Submitted,

THE BYRNE LAW GROUP

Adrian Byrne, Esq.

VIA U.S. CERTIFIED MAIL

BEZSAM INC. dba Coordinated Fleet Services
Agent for Service of Process: Benjamin Macias
Benjamin Macias
730 West 19th Street
National City, California 91950

VIA EMAIL ONLY

BEZSAM INC. dba Coordinated Fleet Services
Benjamin Macias, individually
c/o Erin Ezra, Esq.
Mohammed Alsaffarini, Esq.
Berger Kahn, A Law Corporation
eezra@bergerkahn.com
malsaffarini@bergerkahn.com
Counsel for Defendants

EXHIBIT 3

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Members	354
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	354
Subtotal Admin Only	**$4,750.00**

Not-to-Exceed Total $4,750.00

For 354 Aggrieved Members

Pricing Good for Scope of Estimate Only

July 27, 2026

Case: GOMEZ v. BEZSAM, INC. PAGA Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Adrian Byrne
Firm: Byrne Law Group
Contact Number: 800.805.4002
Email: adrian@thebyrnelawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **354** Aggrieved Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$51.10	1	$51.10
Call Center & Long Distance	$2.00	13	$26.00
NCOA (USPS)	$100.00	1	$100.00
		Total	**$677.10**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	1	$125.00
Data Merge & Duplication Scrub	$0.50	354	$177.00
Notice and Check Packet	$1.50	354	$531.00
Estimated Postage (up to 1 oz.)*	$0.79	354	$279.66
		Total	**$1,112.66**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$2.00	53	$106.20
Remail Notice Packets	$2.00	53	$106.20
Estimated Postage	$0.79	53	$41.95
Programming Undeliverables	$50.00	2	$100.00
		Total	**$454.35**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$95.00	1	$95.00
		Total	**$220.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$50.00	1	$50.00
Check Run Setup & Printing	$125.00	2	$250.00
		Total	**$895.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	67	$100.89
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$65.00	2	$130.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$100.00	1	$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$525.00	1	$525.00
		Total	**$1,390.89**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $4,750.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 4

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT
PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT OF 2004

Rafael Gomez v. Bezsam, Inc., et al.
Superior Court for the State of California, County of Los Angeles,
Case No. 26STCV30957

Administrator ID
Aggrieved Employee Address
Address
Address

You are receiving this notice in connection with a Court-approved settlement (the "PAGA Settlement") in a lawsuit brought on a representative basis under the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). The Plaintiff in the lawsuit is Rafael Gomez ("Plaintiff") and the Defendants are Bezsam, Inc., doing business as Coordinated Fleet Services, and Benjamin Macias ("Defendants"). The Settlement provides for recovery of civil penalties for purported violations of the California Labor Code on behalf of all Defendants' current and former non-exempt employees who worked for Defendants in California at any time from March 6, 2025, through the date of Court approval of the PAGA Settlement (the "Aggrieved Employees"). The PAGA statute provides that 65% of any recovery pursuant to the Settlement be paid to the State of California, and that 35% of any recovery be paid to the "Aggrieved Employees" group.

Defendants deny all claims and allegations in the lawsuit, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code and Wage Order provisions. Nevertheless, to avoid further costs and time in defending the lawsuit, Defendants have settled the lawsuit. By settling the lawsuit, Defendants are not admitting that they have done anything wrong.

The PAGA Settlement resolves all civil penalties available to the California Labor and Workforce Development Agency ("LWDA") under the California Labor Code predicated on the PAGA claims that were alleged, or reasonably could have been alleged based on the factual allegations in the PAGA Notice during that period, against Defendants and the Released Parties, including all civil penalty PAGA claims for (1) Failure to Pay All Minimum and Overtime Wages; (2) Failure to Pay Sick Leave at the Correct Rate; (3) Failure to Provide Lawful Meal and Rest Periods; (4) Failure to Timely Pay Wages During Employment; (5) Unlawful Deductions from Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Maintain Accurate Payroll Records; (8) Failure to Pay All Wages Owed at Termination; (9) Conditioning the Payment of Wages on a Release; and (10) Failure to Reimburse Business Expenses. The PAGA Settlement binds all Aggrieved Employees, who cannot opt out of it, whether or not they cash their checks.

By an Order dated _____, the Superior Court for the County of Los Angeles approved the Settlement of the PAGA claims. By approving the PAGA Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants' records, you are entitled to a share of this PAGA Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The PAGA Settlement check shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed check funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of, and for the benefit of, the Aggrieved Employee that did not cash his or her settlement check.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the PAGA Settlement will be characterized as penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your PAGA Settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your PAGA Settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

Phoenix Settlement Administrators
[ADDRESS]
Telephone: [toll-free number]

NOTIFICACIÓN DE ACUERDO DE ACCIÓN REPRESENTATIVA CONFORME A LA LEY DE ABOGADOS GENERALES PRIVADOS DE 2004

Rafael Gomez v. Bezsam, Inc. y demás demandados
Tribunal Superior del Estado de California, Condado de Los Ángeles
Caso Núm. 26STCV30957

Administrator ID
Aggrieved Employee Address
Address
Address

Está recibiendo esta notificación en relación con un acuerdo aprobado por el Tribunal (el "Acuerdo de PAGA") en una demanda presentada de manera representativa en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004, Código Laboral de California §§ 2698, et seq. ("PAGA"). El Demandante en la demanda es Rafael Gomez ("Demandante") y los Demandados son Bezsam, Inc., que opera bajo el nombre comercial Coordinated Fleet Services, y Benjamin Macias ("Demandados"). El Acuerdo prevé la recuperación de multas civiles por supuestas violaciones del Código Laboral de California en nombre de todos los empleados no exentos, actuales y anteriores, que trabajaron para los Demandados en California en cualquier momento desde el 6 de marzo de 2025 hasta la fecha en que el Tribunal apruebe el Acuerdo de PAGA ("Empleados Agraviados"). El estatuto de PAGA establece que el 65% de cualquier recuperación en virtud del Acuerdo se pague al Estado de California, y que el 35% de cualquier recuperación se pague al grupo de "Empleados Agraviados".

Los demandados niegan todos los reclamos y alegaciones en la demanda, niegan que deban multas y afirman que han cumplido en su totalidad con todas las disposiciones aplicables del Código Laboral y la Orden de Salarios. Sin embargo, para evitar más costos y tiempo en la defensa de la demanda, los Demandados han resuelto la demanda. Al resolver la demanda, los Demandados no admiten que hayan hecho nada mal.

El Acuerdo PAGA resuelve todas las sanciones civiles disponibles para la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") según el Código Laboral de California basadas en los reclamos PAGA que se alegaron, o que razonablemente podrían haberse alegado con base en las alegaciones fácticas contenidas en el Aviso PAGA durante ese período, contra los Demandados y las Partes Liberadas, incluidos todos los reclamos por multas civiles bajo PAGA por (1) No pagar todos los salarios mínimos y las horas extras; (2) No pagar la licencia por enfermedad a la tarifa correcta; (3) No proporcionar períodos de comida y de descanso conforme a la ley; (4) No pagar puntualmente los salarios durante el empleo; (5) Hacer deducciones ilegales de los salarios; (6) No proporcionar comprobantes de pago detallados y precisos; (7) No mantener registros de nómina precisos; (8) No pagar todos los salarios adeudados al terminar el empleo; (9) Condicionar el pago de salarios a una liberación de reclamaciones; y (10) No reembolsar los gastos de trabajo. El Acuerdo de PAGA obliga a todos los Empleados Agraviados, quienes no pueden excluirse de él, cobren o no sus cheques.

Mediante una Orden de fecha _____, el Tribunal Superior del Condado de Los Ángeles aprobó el Acuerdo de las reclamaciones de PAGA. Al aprobar el Acuerdo, el Tribunal no decidió a favor del Demandante ni de los Demandados.

Según los registros de los Demandados, usted tiene derecho a una parte del Acuerdo de PAGA en función de la asignación aprobada por el Tribunal. Adjunto a esta Notificación se encuentra su cheque con su parte. El cheque del Acuerdo de PAGA tendrá una vigencia de ciento ochenta (180) días. A partir de entonces, todos los cheques no cobrados se distribuirán al Contralor del Estado de California para que los retenga de conformidad con la Ley de Propiedad No Reclamada a nombre y en beneficio del Empleado Agraviado que no cobró su cheque del acuerdo.

Tenga en cuenta: El cien por ciento (100 %) del pago que está recibiendo en relación con el Acuerdo de PAGA se considerará multas y puede estar sujeto a retenciones de impuestos locales, estatales o federales y se informará al IRS y a las autoridades fiscales estatales. Debe confiar en sus propios asesores fiscales en cuanto a las consecuencias fiscales de su pago del Acuerdo de PAGA. Ni el Demandante ni los Demandados han hecho ninguna representación o garantía con respecto a los impuestos de su pago del Acuerdo de PAGA. Nada en esta Notificación o cualquier otra comunicación constituirá o se interpretará o se considerará como asesoramiento fiscal.

POR FAVOR <u>NO</u> LLAME NI ESCRIBA AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA HACER PREGUNTAS SOBRE EL ACUERDO. SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR O ESCRIBIR AL ADMINISTRADOR DEL ACUERDO A:

Phoenix Settlement Administrators
[DIRECCIÓN]
Teléfono: [número de teléfono gratuito]