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general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

BEATRIZ GONZALEZ, on behalf of herself
and all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

SOUTHWEST PATROL, INC., a California
Corporation, and DOES 1 through 10, inclusive.

Defendants.

Case No.: CIVSB2328294

~~PROPOSED~~ ORDER AND
JUDGMENT

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

SEP 19 2025

BY  **VERONICA GONZALEZ, DEPUTY**

~~[PROPOSED]~~ ORDER AND JUDGMENT

Having considered the Parties' PAGA Settlement Agreement ("Settlement")¹; the documents and evidence in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by Plaintiffs Beatriz Gonzalez, Hector Salazar, Allen Fulgear, and Frankie Mendoza ("Plaintiffs"), the State of California, and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefore, the Court hereby GRANTS Approval of the Settlement of Claims under the Private Attorneys General Act, and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as all non-exempt employees who are or previously were employed by Southwest Patrol, Inc. and performed work in California during the period of September 18, 2022 to December 10, 2024.

2. The Court hereby approves the settlement as forth in the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its terms.

3. Defendant Southwest Patrol, Inc. ("Defendant") shall fund the Gross Settlement Amount of \$200,000.00 by transmitting the funds to the Administrator no later than 30 days after the date upon which the Court grants approval of this Settlement.

4. The Court hereby appoints Apex as the Administrator.

5. The Administrator is directed to mail the Individual PAGA Payments to Aggrieved Employees within 14 days after Defendant funds the Gross Settlement Amount, pursuant to the terms of the Settlement.

6. The Court finds that attorneys' fees in the amount of one-third of the Gross Settlement Amount (\$66,660.00) for PAGA Counsel, and reimbursement of litigation costs in the amount of \$33,343.76 are fair, reasonable, and adequate, and orders the Administrator to distribute

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, which is attached as Exhibit 2 to the Declaration of Roman Otkupman, submitted concurrently with the Stipulation.

1 these payments to PAGA Counsel as provided for in the Settlement.

2 7. The Court orders that Named Plaintiffs shall be paid Service Payments in the amount
3 of \$2,500.00 each and orders the Administrator to distribute these payments as provided for in the
4 Settlement

5 8. The Court orders that the Administrator shall be paid up to \$7,250.00 for all of its
6 work to be done until the completion of this matter, pursuant to the not-to-exceed bid provided by
7 the Administrator, included as Exhibit 6 to the Declaration of Roman Otkupman filed herewith.

8 9. The Court finds that the amount of \$62,059.68, representing 75% of the \$82,746.24
9 allocated as PAGA civil penalties under the Settlement (after deducting the actual amounts of
10 litigation costs and administration costs), to be paid to the California Labor and Workforce
11 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
12 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
13 Settlement. The remaining amount of \$20,686.56, representing 25% of the PAGA civil penalties
14 under the Settlement (after deducting the actual amounts of litigation costs and administration
15 costs) shall be distributed amongst the Aggrieved Employees pursuant to the Settlement.

16 9. The Court approves the scope of the release as set forth in the Settlement. Upon
17 entry of final judgment and funding of the Gross Settlement Amount, Aggrieved Employees shall
18 release the Released Parties from all PAGA claims and/or penalties alleged or that could have been
19 alleged based on the facts in the Complaints which occurred during the PAGA Period (including
20 but not limited to meal periods, rest periods, inaccurate wage statements, failure to pay for all wages
21 earned, failure to pay overtime or pay proper overtime rates, failure to pay all wages owed at the
22 time of separation or termination, and failure to reimburse for business expenses).

23 10. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the
24 reasons described above and in accordance with the terms of the Settlement. Except as otherwise
25 provided in the Settlement, all parties shall bear their own attorneys' fees, costs, and expenses
26 incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from the
27 Released Parties. Without affecting the finality of this Judgment and Order in any way, the Court
28 retains jurisdiction to enforce the terms of the Settlement.

CNSB2328294

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 09/19/25

 STEPHANIE J. TAÑADA
HONORABLE JUDGE OF THE
SUPERIOR COURT