

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed (collectively, “Plaintiffs” and each individually a “Plaintiff”) and defendant Transdev Alternative Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or each individually as a “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned: (1) *Felix Gunawan, Taje Fleming, Toma Stavrev and Saif Ahmed v. Transdev Alternative Services, Inc.*, Case No. CGC-22-599234, PAGA Notice served on January 3, 2022, filed on April 19, 2022, and pending in the Superior Court of the State of California, County of San Francisco (“*Gunawan PAGA Action*”); (2) *Felix Gunawan, Taje Fleming, Toma Stavrev and Saif Ahmed v. Transdev Alternative Services, Inc.*, Case No. CGC-23-606561, filed on May 15, 2023 in the Superior Court of the State of California, County of San Francisco (“*Gunawan Class Action*”); (3) *Irwandie Tio v. Transdev Alternative Services, Inc.*, Case No. 22CV400827, filed on July 19, 2022 and pending in the Superior Court of California, County of Santa Clara (“*Tio Class Action*”); (4) *Irwandie Tio v. Transdev Alternative Services, Inc.*, Case No. 22CV400828, PAGA Notice served on April 20, 2022, filed on July 19, 2022, and pending in the Superior Court of California, County of Santa Clara (“*Tio PAGA Action*”); and (5) *Xavier Brown v. Transdev Alternative Services, Inc.*, Case No. CGC-23-610067, PAGA Notice served on March 23, 2023, filed on October 30, 2023, and pending in the Superior Court of California, County of San Francisco (“*Brown PAGA Action*”).
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G.

Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”); and Edwin Aiwazian, Joanna Ghosh, and Melissa A. LeBlanc-Mansell of Lawyers for Justice, P.C. (“LFJ”).

- 1.6. “Class Counsel Fees Payment” means the amount to be paid to Class Counsel, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures.
- 1.7. “Class Counsel Litigation Expenses Payment” means the amount to be paid to Class Counsel, as approved by the Court, to compensate Class Counsel for litigation expenses they reasonably incurred when performing legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work and all post-Settlement compliance procedures.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, personal email address (if known and available to Defendant), number of Workweeks, and number of PAGA Pay Periods.
- 1.9. “Class Member” means an individual who is or was previously employed by Defendant in California and classified as a non-exempt employee and worked at least a day at any time during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 21, 2019, to January 24, 2025.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the Actions seeking Court approval to serve as Class Representatives.

- 1.15. "Class Representative Service Payments" means the service payments made to the Plaintiffs as Class Representatives in order to compensate for initiating the Actions, performing work in support of the Actions, for undertaking the risk of liability for Defendant's expenses, and for Plaintiffs' broader release of claims.
- 1.16. "Court" means the Superior Court of California, County of San Francisco.
- 1.17. "Defendant" means Transdev Alternative Services, Inc.
- 1.18. "Defense Counsel" means AJ Weisser and Ben McMillen of Husch Blackwell LLP.
- 1.19. "Effective Date" means: (a) if no Participating Class Member objects to the Settlement, the day on which the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement but no timely appeal from the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means Two Million Dollars (\$2,000,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and it excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages. Such employer payroll taxes shall not be paid from the Gross Settlement Amount and shall be the separate, additional obligation of Defendant.
- 1.23. "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period by each Participating Class Member.
- 1.24. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period by each Aggrieved Employee.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from January 3, 2021, to January 24, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.). Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency (i.e., the PAGA Notices) were filed prior to June 19, 2024
- 1.33. “PAGA Notice(s)” means the Plaintiffs Gunawan, Fleming and Stavrev’s January 3, 2022 letter to Defendant and the LWDA, Plaintiff Tio’s April 20, 2022 letter to Defendant and the LWDA, and Plaintiff Brown’s March 23, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$100,000) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

- 1.36. “Plaintiffs” means Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period during employment by Defendant in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period. The Released Class Claims do not include any claims related to any week in which a Participating Class Member (a) was employed by Veolia Transportation, Transdev Services, Inc., or Transdev North America, Inc. and (b) was not employed by Defendant.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, claims for wrongful termination, unemployment insurance, discrimination, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims do not include PAGA claims related to any pay period in which an Aggrieved Employee (a) was employed by Veolia Transportation, Transdev Services, Inc., or Transdev North America, Inc. and (b) was not employed by Defendant.
- 1.40. “Released Parties” means: Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the

Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.43. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.

1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Gunawan PAGA Action

2.1. On April 19, 2022, Plaintiffs Gunawan, Fleming, and Stavrev commenced this Action by filing a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “*Gunawan PAGA Action*”). Plaintiffs Gunawan, Fleming, and Stavrev’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.2. On June 14, 2022, Defendant filed an Answer to the Representative Action Complaint in the *Gunawan PAGA Action*.

The Gunawan Class Action

2.3. On May 15 2022, Plaintiffs Gunawan, Fleming, Stavrev, and Ahmed filed a separate Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “*Gunawan Class Action*”). Plaintiffs Gunawan, Fleming, Stavrev and Ahmed’s Class Action Complaint asserted claims for:

- (a) Violation of California Business and Professions Code § 17200 *et seq.*;
- (b) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failure to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failure to provide wages when due in violation of California Labor Code §§ 201, 202

- and 203; and
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

The *Gunawan* Class and Representative Action

- 2.4. On November 9, 2023, the Court in the *Gunawan* PAGA Action granted Plaintiffs Gunawan, Fleming, and Stavrev leave to file a First Amended Class and Representative Action Complaint (“FAC”), to add the claims and parties from the *Gunawan* Class Action into the first-filed *Gunawan* PAGA Action.
- 2.5. On November 14, 2024, Plaintiffs Gunawan, Fleming, Stavrev, and Ahmed filed their FAC in the *Gunawan* PAGA Action, and the separate *Gunawan* Class Action was dismissed without prejudice

The *Tio* Class Action

- 2.6. On July 19, 2022, Plaintiff Tio filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “*Tio* Class Action”). Plaintiff Tio’s Class Action Complaint asserted claims for:
 - (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 - (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
 - (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 - (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
 - (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 - (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 - (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.
- 2.7. On December 22, 2022, Defendant filed an Answer to the Class Action Complaint in the *Tio* Class Action.

The *Tio* PAGA Action

- 2.8. On July 19, 2022, Plaintiff Tio filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* against Defendant in the Superior Court of the State of California, County of Santa Clara (the “*Tio* PAGA Action”). Plaintiff Tio’s complaint asserted one cause of action against Defendant for

Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 5 12(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

2.9. On September 2, 2022, Defendant filed an Answer to the complaint in the *Tio* PAGA Action.

The *Brown* PAGA Action

2.10. October 30, 2024, Plaintiff Brown filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. against Defendant in the Superior Court of the State of California, County of San Francisco (the “*Brown* PAGA Action”). Plaintiff Brown’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 5 12(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

2.11. On January 10, 2024, Defendant filed an Answer to the complaint in the *Brown* PAGA Action.

Pleading Amendment

2.12. As part of this Agreement, the Parties stipulated to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) in the *Gunawan* PAGA Action that adds the claims, allegations, and parties originally in *Tio* Class Action, *Tio* PAGA Action, and *Brown* PAGA Action. Upon the filing of the SAC in the *Gunawan* PAGA Action, it shall be the operative complaint in the Actions (the “Operative Complaint”).

2.13. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.14. On October 23, 2024, the Parties participated in an all-day mediation presided over by Paul Grossman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.15. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims so as to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.16. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class or Aggrieved Employees have merit or that Defendant bears any liability to Plaintiffs or the Class or Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.
- 2.17. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims against Defendant that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,000,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$666,666, and a Class Counsel Litigation Expenses Payment of not more than \$100,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 60% to BNBD and 40% to LFJ. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. With respect to the Class Counsel Fees Payment awarded to Class Counsel, the Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for such attorney fee deferral vehicles shall be paid separately by Class Counsel. Neither Defendant nor Defendant's Counsel is responsible for, or involved in any way in, the Administrator's decision whether or not to use such a fee deferral vehicle, and neither Defendant nor Defendant's Counsel expresses any opinion relating to this decision.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$26,400 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$26,400, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Individual PAGA Payments are non-wage civil penalties and not subject to wage withholdings and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). Each Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest, and penalties (the "Non-Wage Portion"). Each Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will return amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that there are 3,287 Class Members who collectively worked a total of 135,000 Workweeks, and 3,100 Aggrieved Employees who worked a total of 69,400 PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good

faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data, and to present a stipulation to the Court for approval of their proposed resolution.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including and not limited to Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed or deposited within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed or deposited by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed or deposited.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address prior to the void date. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is not cashed or deposited and is cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Division in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' 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 Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.
- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendant’s Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver whether or not they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members, the number of Workweeks for all Class Members during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether or not they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing

date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall establish an Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class

Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data. They shall also confirm and inform the Parties whether the Workweeks threshold set forth in Paragraph 9 has been exceeded.

- (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered on or before the Response Deadline, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a

letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Workweeks and/or PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail, in conformity with the requirements described in the Class Notice. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and /or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly

provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, attach the Exclusion List, and attach the written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the actual

number of Workweeks during the Class Period exceeds the above number by more than 10%, then Defendant has the option to either: (i) increase the Gross Settlement Amount of the by the actual percentage, or (ii) end the Class Period and PAGA Period as of the date on which the number of Workweeks hits 10% more than 135,000.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Nevertheless, Class Counsel will undertake any and all submissions of information or documents to the LWDA as required by the PAGA statute.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon

the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of first the mediator and then the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data regarding the Class provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant except to the extent prohibited by the Rules of Professional Conduct and other legal obligations.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Lawyers For Justice, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
m.leblanc@calljustice.com

To Defendant:

AJ Weissler
Husch Blackwell LLP
1999 Harrison St., Suite 700
Oakland, CA 94612
Tel.: (510) 768-0650

Fax: (510).768-0651
E-Mail: AJ.Weissler@huschblackwell.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the Final Approval Order and Judgment or, if not entered, the date this agreement shall no longer be of any force or effect..

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____	08/07/2025	<i>Felix Gunawan</i>	_____
			Plaintiff Felix Gunawan
Dated: _____	08/08/2025	<i>Taje Fleming</i>	_____
		<small>Taje Fleming (Aug 8, 2025 17:23:20 PDT)</small>	Plaintiff Taje Fleming
Dated: _____	08/08/2025	<i>TJ</i>	_____
		<small>Toma Stavrev (Aug 8, 2025 17:08:26 PDT)</small>	Plaintiff Toma Stavrev
Dated: _____	08/08/2025	<i>Saif Ahmed</i>	_____
		<small>Saif Ahmed (Aug 8, 2025 16:52:20 CDT)</small>	Plaintiff Saif Ahmed
Dated: _____			_____
			Plaintiff Irwandie Tio
Dated: _____			_____
			Plaintiff Xavier Brown

Fax: (510).768-0651
E-Mail: AJ.Weissler@huschblackwell.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the Final Approval Order and Judgment or, if not entered, the date this agreement shall no longer be of any force or effect..

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Felix Gunawan

Dated: _____
Plaintiff Taje Fleming

Dated: _____
Plaintiff Toma Stavrev

Dated: _____
Plaintiff Saif Ahmed

Dated: 08/13/2025

Plaintiff Irwandie Tio

Dated: _____
Plaintiff Xavier Brown

Fax: (510).768-0651
E-Mail: AJ.Weissler@huschblackwell.com

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Dated: _____
Plaintiff Felix Gunawan

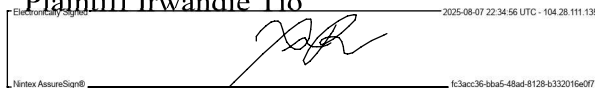
Dated: _____
Plaintiff Taje Fleming

Dated: _____
Plaintiff Toma Stavrev

Dated: _____
Plaintiff Saif Ahmed

Dated: _____
Plaintiff Irwandie Tio

Dated: 08/07/2025


Plaintiff Xavier Brown

Electronically signed by Plaintiff Xavier Brown on 2025-08-07 22:34:56 UTC - 104.28.111.135
Nintex AssureSign® fc3acc36-bba5-48ad-8128-b332016e0071

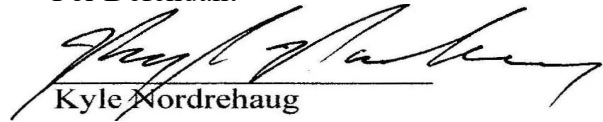
Dated: _____

Randall Lewis, General Counsel
For Defendant

Dated: _____

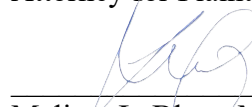
Mathieu Le Bourhis, Chief Financial Officer
For Defendant

Dated: 8/14/25



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 8/13/25



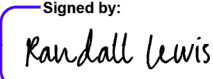
~~Melissa LeBlanc-Mansell-Ani Menedjian~~
Lawyers for Justice, PC
Attorney for Plaintiff

Dated: _____

AJ Weissler
Husch Blackwell LLP
Attorney for Defendant

Dated: _____
Plaintiff Irwandie Tio

Dated: _____
Plaintiff Xavier Brown

Dated: 8/12/2025

Signed by: FOA793E15841465...
Randall Lewis, General Counsel
For Defendant

Dated: 8/12/2025

Signed by: 579D1579222B41D...
Mathieu Le Bourhis, Chief Financial Officer
For Defendant

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____
Melissa LeBlanc-Mansell
Lawyers for Justice, PC
Attorney for Plaintiff

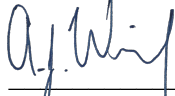
Dated: 8-14-2025

AJ Weessler
Husch Blackwell LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT "A"

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Gunawan v. Transdev Alternative Services, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-599234***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Transdev Alternative Services, Inc. ("Defendant") for alleged wage and hour violations. The Action was brought by Plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed (collectively, "Plaintiffs") and seeks payment of (1) wages and other relief for the Class of all individuals who are or were previously employed by Defendant in California and classified as a non-exempt employee and worked at least a day at any time during the Class Period, which is November 21, 2019 to January 24, 2025 ("Class Members"), and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period, which is January 3, 2021 to January 24, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (LWDA") and Individual PAGA Payments to Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding) and your individual PAGA Payment is estimated to be <<\$ _____>>**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked << _____>> workweeks** during the Class Period and **you worked << _____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment, if eligible. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).</p> <p>Additional information is set forth below.</p>
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	<p>If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed</p>

	Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by the Response Deadline (_____)</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>See Section 8 of this Class Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Joseph M. Quinn. This hearing may change as explained below in Section 9.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks / Pay Periods</p> <p>Witten Challenges Must be Submitted by the Response Deadline (_____)</p>	<p>The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Class Notice.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiffs and Defendant as set forth in the written Class Action and PAGA Settlement Agreement (“the Agreement”), and has been granted preliminary

approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were previously employed by Defendant in California and classified as a non-exempt employee and worked at least a day at any time during the Class Period.

The “Class Period” is November 21, 2019 to January 24, 2025.

2. What is this class action lawsuit about?

On April 19, 2022, Plaintiffs Gunawan, Fleming, and Stavrev commenced this Action by filing a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “Gunawan PAGA Action”). Plaintiffs Gunawan, Fleming, and Stavrev’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s). On May 15 2022, Plaintiffs Gunawan, Fleming, Stavrev, and Ahmed filed a separate Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “*Gunawan* Class Action”). Plaintiffs asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to provide sick pay. On November 14, 2024, Plaintiffs Gunawan, Fleming, Stavrev, and Ahmed filed their First Amended Class and Representative Action Complaint to add the claims and parties from the *Gunawan* Class Action into the first-filed *Gunawan* PAGA Action., and the separate *Gunawan* Class Action was dismissed without prejudice.

On July 19, 2022, Plaintiff Tio filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “*Tio* Class Action”). The *Tio* Class Action asserted similar class claims as the *Gunawan* Class Action. On July 19, 2022, Plaintiff Tio filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. against Defendant in the Superior Court of the State of California, County of Santa Clara (the “*Tio* PAGA Action”). On October 30, 2024, Plaintiff Brown filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. against Defendant in the Superior Court of the State of California, County of San Francisco (the “*Brown* PAGA Action”).

On _____, 2025, Plaintiffs filed a Second Amended Class and Representative Action Complaint in the *Gunawan* PAGA Action that adds the claims, allegations, and parties originally in *Tio* Class Action, *Tio* PAGA Action, and *Brown* PAGA Action. The Second Amended Class and Representative Action Complaint in the *Gunawan* PAGA Action is referred to as the

“Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, P.C. to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Dollars (\$2,000,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by the Defendant. Defendant shall fully fund the Gross Settlement Amount within 14 days after the Effective Date. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of

Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$26,400, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$666,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$100,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 40% to Lawyers for Justice, P.C. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$100,000 relating to Plaintiffs’ claim under PAGA, \$75,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (LWDA”). The remaining \$25,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (January 3, 2021 to January 24, 2025).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class

Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,016,934. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period during employment by Defendant in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period. The Released Class Claims do not include any claims related to any week in which a Participating Class Member (a) was employed by Veolia Transportation, Transdev Services, Inc., or Transdev North America, Inc. and (b) was not employed by Defendant.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, claims for wrongful termination, unemployment insurance, discrimination, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims do not include PAGA claims related to any pay period in which an Aggrieved Employee (a) was employed by Veolia Transportation, Transdev Services, Inc., or Transdev North America, Inc. and (b) was not employed by Defendant.

Released Parties. The Released Parties are: Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

5. How much will my payment be?

Defendant’s records reflect that you worked << ____ >> Workweeks during the Class Period (November 21, 2019 to January 24, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (January 3, 2021 to January 24, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., _____ () _____.

The Court will hold a Final Approval Hearing on _____ at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, often more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Gunawan v. Transdev Alternative Services, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is

Gunawan v. Transdev Alternative Services, Inc., Case No. CGC-22-599234. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiffs is requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gunawan v. Transdev Alternative Services, Inc.* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599234.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Gunawan v. Transdev Alternative Services, Inc.*, Case No. CGC-22-599234, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw
LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Melissa LeBlanc-Mansell
Lawyers For Justice, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
m.leblanc@calljustice.com

COUNSEL FOR DEFENDANT:

AJ Weissler
Husch Blackwell LLP
1999 Harrison St., Suite 700
Oakland, CA 94612

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Department 302 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Joseph M. Quinn. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gunawan v. Transdev Alternative Services, Inc.* In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599234.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Gunawan v. Transdev Alternative Services, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees, costs and service awards, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gunawan v. Transdev Alternative Services, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599234. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT OR TRANSDEV ALTERNATIVE SERVICES ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

FELIX GUNAWAN, TAJE FLEMING, TOMA STAVREV, SAIF AHMED, IRWANDIE TIO, and XAVIER BROWN, individuals, on behalf of themselves and on behalf of all persons similarly situated and on behalf of the State of California, as a private attorney General,

Plaintiffs,

v.

TRANSDEV ALTERNATIVE SERVICES, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CGC-22-599234**

[PROPOSED] PRELIMINARY APPROVAL ORDER

Hearing Date:
Hearing Time:

Judge: Hon. Joseph M. Quinn
Dept: 302

Action Filed: April 19, 2022
Trial Date: Not set

1 This matter came before the Honorable Joseph M. Quinn of the Superior Court of the State
2 of California, in and for the County San Francisco, on _____[DATE], for the motion by
3 Plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif
4 Ahmed (collectively, “Plaintiffs”) for preliminary approval of the class settlement with Defendant
5 Transdev Alternative Services, Inc. (“Defendant”). The Court, having considered the briefs,
6 argument of counsel and all matters presented to the Court and good cause appearing, hereby
7 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This
12 preliminary approval is based on the Court’s determination that the Settlement set forth in the
13 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
14 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Two Million Dollars (\$2,000,000). It appears to
18 the Court on a preliminary basis that the settlement amount and terms are fair, adequate and
19 reasonable as to all potential Class Members when balanced against the probable outcome of
20 further litigation and the significant risks relating to certification, liability and damages issues. It
21 further appears that investigation and research have been conducted such that counsel for the
22 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
23 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
24 the delay and risks that would be presented by the further prosecution of the Action. It further
25 appears that the Agreement has been reached as the result of serious and non-collusive, arms-
26 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,

1 and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$100,000, and a
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any service award, until the Final Approval Hearing. Plaintiff will be required to present
8 evidence supporting these requests prior to final approval.

9 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 were previously employed by Defendant in California and classified as a non-exempt employee
14 and worked at least a day at any time during the Class Period." The Class Period is November 21,
15 2019 to January 24, 2025.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class;
22 (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient resolution of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
25 adequate representatives of the Class.

26 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
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1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP and Edwin Aiwazian, Joanna Ghosh, and Melissa A.
3 LeBlanc-Mansell of Lawyers for Justice, P.C. as Class Counsel for the Class.

4 8. The Court hereby approves, as to form and content, the Court Approved Notice of
5 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
6 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
7 accurately inform the Class of all material elements of the proposed Settlement, of the Class
8 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
9 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
10 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
11 and this Order meets the requirements of due process, is the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
13 Court orders the mailing of the Class Notice Packet by first class mail, pursuant to the terms set
14 forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
15 Settlement Administrator will promptly search for a more current address for the Class Member
16 and re-mail the Class Notice Packet to the Class Member no later than seven (7) days after the
17 receipt of the undelivered Class Notice.

18 9. The Court hereby appoints ILYM Group, Inc. as Administrator for the Settlement.
19 No later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide an
20 electronic spreadsheet with the Class Data to the Administrator. This information will otherwise
21 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
22 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
23 written authorization or by order of the Court. The Administrator will perform address updates
24 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
25 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
26 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
27 first-class U.S. Mail.

1 10. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions set forth in the Class
4 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
5 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
6 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
7 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
8 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
9 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
10 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
11 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
12 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
13 request for exclusion applies only to the individual submitting the request for exclusion, and any
14 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
15 class, or subclass of individuals) is not permitted and will be deemed invalid.

16 11. Any Class Member who has not opted-out may appear at the Final Approval
17 Hearing and may object or express the Member's views regarding the Settlement and may present
18 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
19 and determined by the Court as provided in the Class Notice. Class Members will have until the
20 Response Deadline set forth in the Class Notice to submit their written objections to the
21 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
22 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
23 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
24 objection.

25 12. A Final Approval Hearing shall be held before this Court on _____
26 _____ at 9:00 a.m. in Department 302 at the Civic Center Courthouse of the San
27 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
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1 including: whether the proposed settlement of the Action on the terms and conditions provided for
2 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
3 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
4 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
5 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
6 expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and
7 service award shall be filed with the Court and served on all counsel no later than sixteen (16)
8 court days before the hearing and shall be heard at the Final Approval Hearing.

9 13. Neither the Settlement nor any exhibit, document, or instrument delivered
10 thereunder shall be construed as a concession or admission by Defendant in any way that the
11 claims asserted have any merit or that this Action was properly brought as a class or representative
12 action, and shall not be used as evidence of, or used against Defendant as, an admission or
13 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
14 omission by Defendant or with respect to the truth of any allegation asserted by any person.
15 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
16 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
17 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
18 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
19 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
20 liability, fault, wrongdoing, omission, concession or damage.

21 14. In the event the Settlement does not become effective in accordance with the terms
22 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
23 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
24 and the Parties shall revert to their respective positions as of before entering into the Agreement,
25 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
26 including all available defenses and affirmative defenses, and arguments that no claim in the
27 Action could be certified as a class action and/or managed as a representative action. In such an
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1 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
2 referred to in litigation or otherwise for any purpose.

3 15. The Court reserves the right to adjourn or continue the date of the Final Approval
4 Hearing and all dates provided for in the Agreement without further notice to Class Members and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
8 further orders of the Court at the Final Approval Hearing.

9 **IT IS SO ORDERED.**

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Dated: _____

HON. JOSEPH M. QUINN
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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

FELIX GUNAWAN, TAJE FLEMING,
TOMA STAVREV, SAIF AHMED,
IRWANDIE TIO, and XAVIER BROWN,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as a private
attorney General,

Plaintiff,

vs.

TRANSDEV ALTERNATIVE SERVICES,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-22-599234

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Joseph M. Quinn

Dept: 302

Action Filed: April 19, 2022

Trial Date: Not set

Exhibit C-1

1 On [REDACTED], a hearing was held on the motion of Plaintiffs Irwandie Tio, Xavier
2 Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed (collectively, “Plaintiffs”)
3 for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with
4 Defendant Transdev Alternative Services, Inc. (“Defendant”) and payments to the Plaintiffs, Class
5 Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and
6 the Administrator.

7 The parties have submitted their Agreement, which this Court preliminarily approved by
8 its [REDACTED], 2025, order (“Preliminary Approval Order”). In accordance with the
9 Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement
10 and the opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on [REDACTED], the Court grants
14 final approval of the Settlement, and HEREBY ORDERS as follows:

15 1. The certification of the Class is confirmed for the sole and exclusive purpose of
16 entering a settlement in this matter:

17 All individuals who are or were previously employed by Defendant in
18 California and classified as a non-exempt employee and worked at least a
19 day at any time during the Class Period. The Class Period is November 21,
2019 to January 24, 2025.

20 2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The
21 individuals who timely submitted valid requests for exclusion are
22 _____.]

23 3. The Court confirms the appointment of Plaintiffs as the Class Representatives, and
24 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey
25 S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw
26 LLP and Edwin Aiwazian, Joanna Ghosh, and Melissa A. LeBlanc-Mansell of Lawyers for Justice,
27 P.C. as Class Counsel for the Class.
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Exhibit C-1

1 4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
2 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
3 Class Member by first-class mail. These papers informed Class Members of the terms of the
4 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
5 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
6 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
7 final approval of the Settlement. Adequate periods of time were provided by each of these
8 procedures to provide notice of their rights and time for Class Members to act with respect to these
9 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
10 appear at the final approval hearing. [The Court overrules the objections raised by objecting
11 Participating Class Members.]

12 5. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the Class Notice provided in this case was the best notice practicable and it
16 satisfied the requirements of law and due process.

17 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
18 determines that the proposed Class, as defined in the definitions section of the Agreement and
19 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
20 that the Class is finally approved and certified as a class for purposes of the Settlement.

21 7. The Court further finds and determines that the Gross Settlement Amount of Two
22 Million Dollars (\$2,000,000) and the terms of the Agreement are fair, reasonable, and adequate to
23 the Class and to each Class Member. The Class Members who have not opted-out will be bound
24 by the Settlement. Aggrieved Employees (as defined in the Agreement as all individuals who are
25 or previously were employed by Defendant in California and classified as non-exempt employees
26 at any time during the PAGA Period which is January 3, 2021 to January 24, 2025) will be subject
27 to the release of the Released PAGA Claims as set forth in the Agreement, and will be sent an
28 Individual PAGA Payment, regardless of any opt-out from the Class portion of the Settlement.

Exhibit C-1

1 The Settlement is ordered finally approved, and all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 8. The Court finds and determines that the Individual Class Payments to be paid to
4 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
5 Court hereby grants final approval to and orders the payment of those amounts to be made to the
6 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

7 9. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
8 Code §§ 2699, the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the
9 date the Plaintiffs filed the motion seeking approval of the Settlement with the Court, Plaintiffs
10 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
11 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

12 10. The Court finds and determines that the resolution of the Released PAGA Claims
13 and the PAGA Penalties of One Hundred Thousand Dollars (\$100,000), which includes payment
14 to the LWDA of \$75,000 as its share of the settlement of civil penalties and the allocation of
15 \$25,000 as Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and
16 appropriate. The Court hereby grants approval of the resolution of the PAGA claims and orders
17 that the PAGA Penalties be paid out of the Gross Settlement Amount and distributed in accordance
18 with the Agreement.

19 11. The Court finds and determines that the fees and expenses of ILYM Group, Inc. in
20 administrating the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
21 Court hereby grants final approval to such amount and orders that the payment of approximately
22 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

23 12. In addition to any recovery that Plaintiffs may receive from the Net Settlement
24 Amount and PAGA Penalties, and in recognition of the Plaintiffs’ efforts on behalf of the Class,
25 and the risks he undertook, the Court hereby approves the payment of the Class Representative
26 Service Payments to Plaintiffs in the amount of \$15,000 each. The Class Representative Service
27 Payments shall be paid from the Gross Settlement Amount.

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Exhibit C-1

1 13. Pursuant to the authorities and argument presented to the Court, the Court approves
2 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and
3 expenses in the amount of \$ [REDACTED]. Said amounts shall be paid from the Gross
4 Settlement Amount.

5 14. The parties are hereby ordered to comply with the terms of the Settlement.
6 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
7 fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within
8 14 days after the Effective Date.

9 15. Without affecting the finality of this order in any way, pursuant to California Code
10 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
11 interpretation, administration, implementation, effectuation, and enforcement of this order and the
12 Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____

The Honorable Joseph M. Quinn
Judge of the Superior Court

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

FELIX GUNAWAN, TAJE FLEMING,
TOMA STAVREV, SAIF AHMED,
IRWANDIE TIO, and XAVIER BROWN,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as a private
attorney General,

Plaintiff,

vs.

TRANSDEV ALTERNATIVE SERVICES,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-22-599234

[PROPOSED] FINAL JUDGMENT

Hearing Date:
Hearing Time:

Judge: Hon. Joseph M. Quinn
Dept: 302

Action Filed: April 19, 2022
Trial Date: Not set

Exhibit C-2

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement
6 Plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif
7 Ahmed (collectively, “Plaintiffs”), and all members of the Class, shall take nothing by their
8 complaint(s) in this Action.

9 2. The Court finds that in consideration of Plaintiffs’ awarded Class Representative
10 Service Payments, and the other terms and conditions of the Settlement, as of the date the
11 Defendant Transdev Alternative Services, Inc. (“Defendant”) fully funds the Gross Settlement
12 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, Plaintiffs generally release and discharge the Released Parties (as defined in the
14 Agreement) from the Plaintiffs’ Release as fully set forth in the Agreement.

15 3. The Court finds that in consideration for their Individual Class Payments, effective
16 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
17 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
18 Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from the Released Class Claims. The “Released Class Claims” are all claims that were
21 alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint
22 that occurred during the Class Period during employment by Defendant in a non-exempt position
23 in California. Except as expressly set forth in the Agreement, Participating Class Members do not
24 release any other claims, including claims for vested benefits, wrongful termination, violation of
25 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
26 workers’ compensation, or Class claims based on facts occurring outside the Class Period. The
27 Released Class Claims do not include any claims related to any week in which a Participating
28

Exhibit C-2

1 Class Member (a) was employed by Veolia Transportation, Transdev Services, Inc., or Transdev
2 North America, Inc. and (b) was not employed by Defendant.

3 4. The Court finds that in consideration for the approved PAGA Penalties payment,
4 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
5 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
6 Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
8 and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA
9 Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been
10 alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which
11 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
12 claims, underlying wage and hour claims, claims for vested benefits, claims for wrongful
13 termination, unemployment insurance, discrimination, disability, social security, worker’s
14 compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims do
15 not include PAGA claims related to any pay period in which an Aggrieved Employee (a) was
16 employed by Veolia Transportation, Transdev Services, Inc., or Transdev North America, Inc. and
17 (b) was not employed by Defendant.

18 5. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs
19 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
20 Class Action Settlement, and this Judgment.

21 6. The Court enters final judgment in the Action in accordance with the Agreement
22 and the Order Granting Motion for Final Approval of Class Action Settlement. Without affecting
23 the finality of this judgment in any way, pursuant to California Code of Civil Procedure section
24 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.

26 7. Upon completion of administration of the settlement, the Settlement Administrator
27 will provide written certification of such completion to the Court and counsel for the parties. The
28 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and

Exhibit C-2

1 the written certification of the Administrator shall be filed no later than fourteen (14) days before
2 this hearing.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

4 Dated: _____

5 _____
6 The Honorable Joseph M. Quinn
7 Judge of the Superior Court

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