BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar # 205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

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

DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

HEARING INFO

Date: November 2, 2026
Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn
Dept.: 302

I, Nicole Bench, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Gunawan, et al. v. Transdev Alternative Services, Inc.,* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval,* (referred to as "Class Notice Packet"); (b) receiving and processing requests for exclusion and objections to the Settlement, if applicable; (c) resolving Class Members' disputes over the number of Workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF account and calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On March 18, 2026, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On May 1, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained the name, social security number, last known mailing address, last known telephone number, last known e-mail address, the number of Workweeks worked for each Class Member during the Class Period and the number of Pay Periods worked for each Aggrieved Employee during the PAGA Period. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained 2,737 individuals.

6. As part of the preparation for mailing, all 2,737 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

7. On May 12, 2026, a link to ILYM Group's website was set up for Class Members to access relevant court documents. The website link is www.ILYMgroup.com/Transdev. Also, the following telephone number, (888) 250-6810, and e-mail address, claims@ILYMgroup.com was included in the Class Notice Packet for Class Members should they have questions or want additional information.

8. On May 15, 2026, the Class Notice Packets were mailed, via U.S. First Class Mail, to all 2,737 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

9. As of the date of this declaration, 305 Class Notice Packets have been returned to our office as undeliverable. Of the 305 returned Class Notice Packets, none included a return with a forwarding address provided by the USPS. ILYM Group performed a computerized skip trace on

all 305 returned Class Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 249 updated addresses were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail. In addition, (1) Class Member contacted ILYM Group requesting that a new Class Notice Packet be re-mailed to them.

10. As of the date of this declaration, a total of 250 Class Notice Packets has been re-mailed. Specifically, 249 Class Notice Packets were mailed as a result of ILYM Group's skip tracing efforts, and (1) Class Notice Packet has been re-mailed as a result of a re-mail request by a Class Member during the response period.

11. As of the date of this declaration, a total of 56 Class Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has received 3 requests for exclusion from the following individuals: Riordan H. Diaz, Rashawn Hickman, and Daniel P. Stein. The deadline to request exclusion from the Settlement was July 14, 2026.

13. As of the date of this declaration, ILYM Group has not received any written objections to the Settlement. The deadline to file a written objection to the Settlement was July 14, 2026.

14. As of the date of this declaration, ILYM Group has received (1) dispute from a Class Member during the response period. The dispute was forwarded to Defense Counsel for review. On September 2, 2026, Defense Counsel approved the dispute and the Class Member's records were updated accordingly, resolving the dispute.

15. As of the date of this declaration, ILYM Group will report a total of 2,734 Participating Class Members, representing 99.89% of the 2,737 Class Members. The total number of Workweeks worked by the Participating Class Members during the Class Period is 142,055. The Escalator Clause has not been triggered.

16. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by the Class Members during the Class Period. The Net Settlement Amount is the amount remaining

after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Attorney Fees and Litigation Expenses, the Class Representative Service Payments, Administration Expenses Payment to ILYM Group, and the PAGA Penalties allocation, e.g.,

Gross Settlement Amount	**$2,000,000.00**
Class Counsel Attorney's Fees	$666,666.66
Class Counsel Litigation Costs/Expenses	$100,000.00
Class Representative Service Payments	$90,000.00
Administration Fees to ILYM Group	$23,950.00
PAGA Penalties to LWDA	$75,000.00
Individual PAGA Payments to Aggrieved Employees	$25,000.00
Net Settlement Amount	**$1,019,383.34**

17. To determine each Participating Class Member's Individual Class Payment, the Net Settlement Amount shall be divided among the Participating Class Members based on the Class Member's total number of Workweeks worked during the Class Period. This results into a Workweek Value and is then multiplied by the number of Workweeks worked by each Participating Class Member during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of $372.85, with the estimated highest gross payment being $1,829.87, and the estimated lowest gross payment being $7.18.

18. In addition, ILYM Group will report a total of 2,552 Aggrieved Employees who worked 69,402 Pay Periods during the PAGA Period. The payments to the PAGA Employees will be calculated based on the Aggrieved Employee's total number of Pay Periods worked during the PAGA Period. This results into the PAGA Pay Period Value and is then multiplied by the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of $9.80, with the estimated highest payment being $38.18, and the estimated lowest payment being $0.36.

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $23,950.00. ILYM Group's work in

connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 1st day of October 2026, at Tustin, California.

Nicole Bench
NICOLE BENCH

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 $«ClassESA» (less withholding) and your individual PAGA Payment is estimated to be $«PAGAESA».** 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 «CLASSww» workweeks** during the Class Period and **you worked «PAGApp» 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	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). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Response Deadline is July 14, 2026.**	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. However, you cannot opt-out of the PAGA portion of the proposed 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.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by the Response Deadline July 14, 2026**	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. See Section **8** of this Class Notice.
You Can Participate in the November 2, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 2, 2026, 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. 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.
You Can Challenge the Calculation of Your Workweeks / Pay Periods **Witten Challenges Must be Submitted by the Response Deadline July 14, 2026**	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 **July 14, 2026**. See Section **5** of this Class Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pen) and 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 field 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 November 14, 2024, 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 March 18, 2026. 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 $23,950, 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 $1,019,383. 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 «CLASSww» 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 $«ClassESA».

[Defendant's records reflect that you worked «PAGApp» 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 $«PAGAESA».

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 **July 14, 2026**. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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., at P.O. Box 2031, Tustin, CA 92781, (888) 250-6810.

The Court will hold a Final Approval Hearing on November 2, 2026, 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 **July 14, 2026**. You may also fax your request to opt out to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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 P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after **July 14, 2026**, 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 November 2, 2026, 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 July 14, 2026, or an additional 14 days after the Notice in the case of re-mailing. You may also fax the dispute to (888) 845-1685 or email the dispute to claims@ilymgroup.com 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: claims@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone Number: (888) 250-6810
Fax Number: (888) 845-6185
Website: www.ILYMgroup.com/Transdev

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 **Counsel For Defendant:** AJ Weissler Husch Blackwell LLP 1999 Harrison St., Suite 700 Oakland, CA 94612	**Class Counsel:** 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

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 November 2, 2026, 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 (888) 250-6810 or write to *Gunawan v. Transdev Alternative Services, Inc.*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

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.

«Case_Name»
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID QR Code»

ILYM ID: «ilym_id» «Tray_PC» «Postal_Sort»
«first_name» «last_name»
«Address_»
«City», «state» «Zip_Code»
«encodedimbno»