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Attorneys for Plaintiffs

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

FELIX GUNAWAN, TAJE FLEMING, TOMA
STAVREV, SAIF AHMED, IRWANDIE TIO,
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,

vs.

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

Defendants.

Case No.: CGC-22-599234

Honorable Joseph M. Quinn
Department 302

CLASS ACTION

**DECLARATION OF YASMIN
HOSSEINI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date:

Time:

Department: 302

Complaint Filed: April 3, 2024

FAC Filed: July 14, 2025

SAC Filed: September 19, 2025

Trial Date: Not Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Felix Gunawan (“Plaintiff Gunawan”), Taje Fleming (“Plaintiff Fleming”), Toma Stavrev (“Plaintiff Stavrev”), Saif Ahmed (“Plaintiff Ahmed”), Irwandie Tio (“Plaintiff Tio”), and Xavier Brown (“Plaintiff Brown”) (collectively, “Plaintiffs”) in the above-captioned action (the “*Gunawan* Action”). Additionally, Lawyers *for* Justice, PC are attorneys of record for Plaintiff Irwandie Tio in the actions entitled *Irwandie Tio v. Transdev Alternative Services, Inc.*, Santa Clara Superior Court Case No. 22CV400827 (the “*Tio* Class Action”) and *Irwandie Tio v. Transdev Alternative Services, Inc.*, Santa Clara Superior Court Case No. 22CV400828 (the “*Tio* PAGA Action”), and Plaintiff Xavier Brown in the action entitled *Xavier Brown v. Transdev Alternative Services, Inc.*, San Francisco Superior Court Case No. CGC-23-610067 (the “*Brown* Action”) (collectively, the *Gunawan*, *Tio* Class, *Tio* PAGA, and *Brown* Actions will be referred to as the “Actions”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated nearly every aspect of California wage and hour law, including payment of overtime and minimum wage, provision of meal and rest breaks and/or premium wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to

1 the State of California and federal overtime compensation requirements, PAGA claims, and sister
2 statutes under federal law. During a relatively short time, in association with other law firms,
3 Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in
4 California.

5 3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice,
6 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned
7 a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
8 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
9 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
10 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
11 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
12 he studied Legal Writing at Harvard University. From approximately September 2002 to
13 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
14 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002
15 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
16 the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained
17 a license to practice law from the California State Bar. Since in or around October of 2008, through
18 his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of
19 consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued
20 over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
21 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
22 five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
23 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
24 other overtime exemptions to the State of California and federal overtime compensation
25 requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class
26 certification by contested motion practice in approximately sixteen (16) cases in the last decade and
27 litigated over 1,000 class action or representative action cases.

28 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received

1 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
2 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
3 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
4 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
5 approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the
6 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He
7 was admitted to practice law in California in 2010. He is admitted to practice before all courts of the
8 State of California and all United States District Courts in the State of California. He has worked on
9 many wage-and-hour class action and representative action cases, taking the lead in taking and
10 defending depositions, arguing motions, and attending mediations. He has played an integral role in
11 preparing matters for class certification, including and not limited to, successful certification of a
12 class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
13 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and
14 *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his
15 supervision, dozens of class action or representative action cases have resulted in settlements that
16 have been granted court approval. He has handled over one hundred and fifty (150) mediations and
17 worked on over two hundred and fifty (250) class action or representative action cases which have
18 resulted in settlement.

19 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
20 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
21 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
22 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
23 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
24 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
25 and defended dozens of depositions and successfully handled motion practice in class action cases
26 regarding discovery (including and not limited to, regarding class contact information), class
27 certification (both contested class certification and stipulated class certification), arbitration
28 agreements, coordination, and intervention. She has successfully handled briefing and oral argument

1 on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
2 efforts to compel arbitration of such claims, e.g., *Betancourt v. Prudential Overall Supply* 9
3 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
4 Dec. 11, 2017) and *ZB, N.A. v. Superior Court* 8 Cal.5th175 (2019). She also has extensive
5 experience with class actions, including and not limited to working on cases to obtain class
6 certification through contested motion practice and working on cases in the post-certification stage
7 (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation
8 in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600
9 individuals). She has extensive experience with class action and/or representative action settlements,
10 and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwarzian, and Arby
11 Aiwarzian's supervision, Lawyers *for* Justice, PC has handled the class certification and court
12 approval process for hundreds of class action and/or representative action matters that have
13 successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers
14 Association, and, on several occasions, has been a speaker regarding topics in wage and hour law at
15 the organization's continuing legal education events.

16 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
17 from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from
18 Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019.
19 I am admitted to practice before all courts of the State of California and all federal district courts in
20 the State of California. I have worked on many wage and hour class action and PAGA representative
21 matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative
22 notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements,
23 engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to
24 working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring
25 various types of agreements on their behalf. I am a member of the California Employment Lawyers
26 Association, Beverly Hills Bar Association, and Iranian American Bar Association.

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SUMMARY OF WORK PERFORMED BY CLASS COUNSEL

7. Lawyers for Justice, PC has been actively engaged in this litigation from the inception of the *Tio* Class Action and *Tio* PAGA Action, which were commenced on July 19, 2022, and the *Brown* Action, which was commenced on March 23, 2023. Lawyers for Justice, PC has fully and actively participated in the litigation process throughout the pendency of the matters.

8. On April 20, 2022, Plaintiff Tio provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“Tio PAGA Notice”). Aside from confirmation of receipt of the Tio PAGA Notice, the LWDA did not respond to the Tio PAGA Notice. Marked and attached hereto as “**EXHIBIT A**” is a true and correct copy of the Tio PAGA Notice.

9. On March 23, 2023, Plaintiff Brown provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“Brown PAGA Notice”). Aside from confirmation of receipt of the Brown PAGA Notice, the LWDA did not respond to the Brown PAGA Notice. Marked and attached hereto as “**EXHIBIT B**” is a true and correct copy of the Brown PAGA Notice.

10. On June 19, 2025, Lawyers for Justice, PC was associated as co-counsel for Plaintiffs Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed and have worked cooperatively with Blumenthal Nordehaug Bhowmik De Blouw LLP in the *Gunawan* Action, which was initiated on April 3, 2024. On July 9, 2025, Plaintiffs Felix Gunawan, Taje Fleming, Toma Stavrev, Saif Ahmed, Irwandie Tio, and Xavier Brown filed a Second Amended Class and Representative Action Complaint in the *Gunawan* Action, thereby adding Plaintiff Tio and Plaintiff Brown as named plaintiffs (collectively, Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed are referred to as the “Plaintiffs”). Together, Lawyers for Justice, PC and Blumenthal Nordehaug Bhowmik De Blouw LLP are referred to as “Class Counsel.” Class Counsel have coordinated their efforts to strategize and prosecute the cases. Ultimately, Class Counsel’s and Plaintiffs’ efforts have been successful in reaching the Settlement.

11. Before initiating the *Tio* Class Action, the *Tio* PAGA Action, and the *Brown* Action, Lawyers for Justice, PC conducted extensive investigation and research into the facts and

1 circumstances underlying the pertinent factual and legal issues and applicable law. This required
2 thorough discussions and interviews between attorneys at Lawyers *for* Justice, PC and Plaintiff Tio
3 and Plaintiff Brown, and research into the various legal issues involved in the *Tio* Class Action, *Tio*
4 PAGA Action, and *Brown* Action, namely, the current state of the law as it applied to class
5 certification, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, PAGA
6 representative claims, Plaintiff Tio and Plaintiff Brown's claims and damages, and Defendant's
7 defenses. After conducting initial investigation, our firm determined that Plaintiff Tio and Plaintiff
8 Brown's claims were well-suited for class action treatment owing to what appeared to be a common
9 course of conduct affecting a similarly situated group of individuals who are or were previously
10 employed by Defendant Transdev Alternative Services, Inc. ("Defendant") and classified as non-
11 exempt employees and worked at least a day at any time during the Class Period, who were not
12 properly compensated for, *inter alia*, all hours worked, non-compliant meal and rest periods, and
13 unreimbursed business expenses.

14 12. Collectively, Class Counsel investigated the veracity, strength, and scope of the
15 claims, and worked on preparing the cases for class certification and trial, prior to reaching the
16 settlement in this matter. This matter has involved extensive and ongoing investigations, research,
17 and discovery into legal and factual issues. Class Counsel obtained information from Plaintiffs,
18 reviewed and analyzed a volume of information, documents, and data obtained from Plaintiffs,
19 Defendant, and other sources, researched applicable law, and undertook analyses and calculations
20 of the value of claims, damages, and penalties exposure. Lawyers *for* Justice, PC also propounded
21 multiple sets of written discovery requests on Defendant, (including, but not limited to, Form
22 Interrogatories—General (Set One), Special Interrogatories (Sets One and Two), and Requests for
23 Production of Documents (Sets One)), and the Parties eventually agreed to engage in, and did engage
24 in, formal and informal discovery. Class Counsel also met and conferred with Defendant's counsel
25 on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, motion
26 practice, discovery and production of information, documents, and data in the course of litigation,
27 and mediation and settlement negotiations. Other work that Class Counsel has performed includes,
28 and is not limited to, case strategy and analysis; drafting, reviewing, and revising the pleadings and

1 motion-related papers; claims assessment and evaluation; and preparing for and attending mediation
2 and settlement negotiations.

3 13. As outlined herein, the parties have conducted significant investigations and formal
4 and informal discovery during the course of this litigation. Class Counsel analyzed a volume of
5 information, documents, and data obtained from Plaintiffs, Defendant, and other sources. This
6 information, documents, and data provided a critical understanding of the nature of the work
7 performed by putative class members and aggrieved employees, as well as Defendant's operations
8 and employment policies, practices, and procedures, and were used in analyzing liability, damages,
9 and penalties valuation issues in connection with all phases of the litigation, and ultimately, in
10 connection with the mediation and settlement negotiation process. Accordingly, sufficient
11 investigation and review of information has taken place in order for the parties to be adequately
12 informed of the nature and extent of the claims, and to enable all parties to fully evaluate the
13 settlement for its fairness, adequacy, and reasonableness.

14 14. After conducting significant investigation of the facts and law during the prosecution
15 of the Actions, counsel for the parties engaged in mediation and extensive settlement negotiations
16 to try to resolve the cases. These efforts included participating in mediation conducted by Paul
17 Grossman, Esq., a well-regarded mediator who is experienced in mediating complex labor and
18 employment matters, on October 23, 2024. During all settlement discussions, the parties conducted
19 their negotiations at arm's length in an adversarial position. In the course of mediation and settlement
20 negotiations, the parties discussed and considered all aspects of the case, including the risks and
21 delays of further litigation, class certification, and/or trial, the law relating to, *inter alia*, class
22 certification, off-the-clock theory, meal and rest periods, PAGA representative claims, and wage-
23 and-hour enforcement, as well as the evidence produced and analyzed, and the possibility of appeals,
24 among other things. Arriving at a settlement that was acceptable to the parties was not easy. After
25 conducting extensive investigations, discovery, and settlement negotiations, and with the aid of the
26 mediator's evaluation, the parties have agreed to resolve the cases given the legal issues relating to
27 Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further
28 litigation, and the real possibility of no recovery after years of litigation.

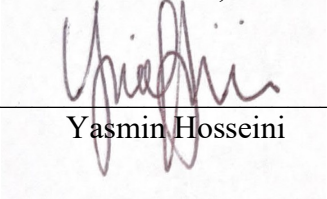
CLASS REPRESENTATIVE SERVICE PAYMENTS

15. In exchange for their broader individual waiver and release of claims against the Released Parties with a California Civil Code Section 1542 waiver (set forth in Section 6.1.(a) of the Settlement Agreement), and also in recognition of their efforts and work spearheading the prosecution of the cases and serving as the Class Representatives, the Settlement provides for Class Representative Service Payments in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to each Plaintiff, for a total of \$90,000.00. Plaintiffs spent a substantial amount of time and effort discussing their employment with Class Counsel, gathering and providing relevant documents and information, and providing facts and evidence to support the prosecution of the claims. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would help obtain a recovery in this matter. Accordingly, it is fair and appropriate for Plaintiffs to receive \$15,000.00 each as reasonable Class Representative Service Payments, in addition to their individual settlement payments.

16. I submit that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class Members, Aggrieved Employees, and the State of California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 10th day of November 2025, at Glendale, California.



Yasmin Hosseini

EXHIBIT A

LAWYERS FOR JUSTICE

April 20, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TRANSDEV ALTERNATIVE SERVICES, INC.

Dear Representative:

We have been retained to represent Irwandie Tio against Transdev Alternative Services, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Transdev Alternative Services") for violations of California wage-and-hour laws. Mr. Tio seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Tio seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Transdev Alternative Services employed Mr. Tio as an hourly-paid, non-exempt employee from approximately February 2021 to approximately October 2021, in the State of California.

The "aggrieved employees" that Mr. Tio may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Transdev Alternative Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Transdev Alternative Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was

not limited to, walking from the parking to the clock-in area, obtaining instructions on where to report, conducting education trainings, and responding to work related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Tio and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Tio and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Transdev Alternative Services required Mr. Tio and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Transdev Alternative Services failed to pay Mr. Tio and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Transdev Alternative Services failed to pay Mr. Tio and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Transdev Alternative Services did not provide Mr. Tio and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Transdev Alternative Services were in violation of California Labor Code section 226(a). The violations include, but

are not limited to, the failure to include the total hours worked by Mr. Tio and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Tio and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Tio and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Tio and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Tio and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Transdev Alternative Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Tio and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Transdev Alternative Services did not provide Mr. Tio and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Transdev Alternative Services failed to pay Mr. Tio and other aggrieved employees half the usual or scheduled day's work in an amount no

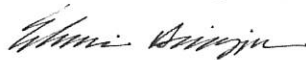
less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Tio and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Transdev Alternative Services failed to pay Mr. Tio and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Tio and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Tio and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Company. These costs include, but are not limited to, purchasing and maintenance of tools, equipment, and supplies, including but not limited to, Bluetooth speaker and back support.

Therefore, on behalf of all aggrieved employees, Mr. Tio seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Transdev Alternative Services, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd Ste 700
Glendale, CA 91203

Transdev Alternative Services, Inc.
c/o Torey Josesph Favarote
GLEASON & FAVAROTE, LLP
Attorney
4014 Long Beach Blvd., Ste. 300
Long Beach, CA 90807

EXHIBIT B



March 23, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TRANSDEV ALTERNATIVE SERVICES, INC.

Dear Representative:

We have been retained to represent Xavier Brown against Transdev Alternative Services, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Transdev") for violations of California wage-and-hour laws. Mr. Brown seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Brown seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Transdev employed Mr. Brown as an hourly-paid, non-exempt employee from approximately September 2021 to approximately September 2022, in the State of California.

The "aggrieved employees" that Mr. Brown may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Transdev has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Transdev required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

waiting in line to clock-in and/or clock-out, conducting education training, looking for parking, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Brown and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Brown and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Transdev required Mr. Brown and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Transdev failed to pay Mr. Brown and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Transdev failed to pay Mr. Brown and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Transdev did not provide Mr. Brown and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Transdev were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to

include the total hours worked by Mr. Brown and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Brown and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Brown and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Brown and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Brown and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Transdev failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Brown and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Transdev did not provide Mr. Brown and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Transdev failed to pay Mr. Brown and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Brown and the other aggrieved employees reported to work and were furnished less than half

the usual or scheduled day's work. During the relevant time period, Transdev failed to pay Mr. Brown and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Brown and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Brown and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Transdev. These costs include, but are not limited to, the use of mileage on a personal vehicle for work-related tasks and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Mr. Brown seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Christina Galajan, Esq.

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