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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE 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,

vs.

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

Defendants.

CASE No. **CGC-22-599234**

**DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT, ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

Hearing Date: November 2, 2026
Hearing Time: 9:00 a.m.
[*Hearing scheduled by Order dated March 18, 2026*]

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

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

I, KYLE NORDREHAUG, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel of record for Plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif Ahmed ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This declaration is being submitted in support to the Plaintiffs' motion for final approval of the class settlement, including attorneys' fees, costs, and service award.

2. Over the course of the litigation, a number of attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the areas of employment class actions, unfair business practices and other complex litigation. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. Class Counsel has litigated similar overtime cases against other employers on behalf of employees, including cases against Permanente Medical, Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class Counsel have been approved as experienced class counsel during contested motions in state and federal courts throughout California. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendants and their capable and experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

3. Summary of the Proposed Settlement.

(a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Transdev Alternative Services, Inc. ("Defendant") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Two Million Dollars ($2,000,000) (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 1.21.)

(b) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

(c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for 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 (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, 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. (Agreement at ¶ 3.2(e).) Workweeks will initially be based

on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

(e) Class Members were sent the Court approved Class Notice using the procedure approved by the Court by mailing the notice packets after updating class members' addresses using the National Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any forwarding address provided or updated address located. See Declaration of Nicole Bench ("Bench Decl.") ¶ 8, Exh. A. Class Members were provided with the opportunity to exclude themselves or "opt out." Significantly, there have been no objections and only three (3) requests for exclusion. Bench Decl. ¶ 12-13. As such, nearly the entire Class (99.89%) will participate in the Settlement and will be sent a settlement check. *See* Bench Decl. at ¶ 15. All Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims regardless of any request for exclusion from the Class. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

(f) A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue". (Agreement at ¶ 5.4.)

(g) ILYM Group Inc. was appointed by the Court as the Administrator for the Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration in an amount not to exceed $26,400. (Agreement at ¶ 3.2(c).) As set forth in the Bench Decl. at ¶ 19 the Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $23,950.00.

(h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed $100,000. (Agreement at ¶ 3.2(b).)

Subject to Court approval, the Agreement provides for a payment of no more than $15,000 to each of the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys' fees, reimbursement of expenses, and service award, Class Counsel is providing evidentiary support, including lodestar.

(i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are $100,000, to be allocated 75% ($75,000) to the LWDA PAGA Payment and 25% ($25,000) to the Individual PAGA Payments.[1] (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated 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. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at $2,000,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated March 18, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 15, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,

[1] The 75/25 allocation is required by Labor Code § 2699, because this action filed before June 2024 is not subject to the amended version of Labor Code § 2699.

which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Bench Decl. ¶ 8, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and only three (3) requests for exclusion. Bench Decl. ¶ 12-13. As such, nearly the entire Class (99.89%) will participate in the Settlement and will be sent a settlement check. *See* Bench Decl. at ¶ 15

5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were not timely paid earned wages, were not provided reimbursement for required expenses, were not provided accurate itemized wage statements, were not paid all wages at the time of termination, and were not provided sick pay at the correct rate of pay. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

6. Procedural History of the Litigation

(a) On April 20, 2022, Plaintiffs Gunawan, Fleming and Stavrev filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notices submitted by Plaintiffs were submitted in support of Plaintiffs' Motion for Preliminary Approval.

(b) The Actions:

(i) **The Gunawan PAGA Action.** 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)

(ii) **The Gunawan Class Action.** On May 15 2022, Plaintiffs Gunawan, Fleming, Stavrev, and Ahmed filed a 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 class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246.

(iii) 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. 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.

(iv) **The Tio Class Action.** 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.

(v) **The Tio PAGA 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"). 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.

(vi) **The Brown 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"). 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.

(c) As part of this Agreement, the Parties agreed 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. The Second Amended Class and Representative Action Complaint was filed on September 19, 2025 and is the operative complaint in the Action (the "Operative Complaint").

(d) Over the course of litigation, the Parties engaged in the investigation of the claims, including informal discovery and the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for

mediation obtained by Plaintiffs included: (1) data concerning the class; (2) a sampling payroll data and time punch data for the Class covering 2,230 Class Members, 430,092 shifts and 99,335 workweeks covering the date rage of 7/21/2019 - 3/25/2023; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

(e) Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have vigorously litigated the Actions since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have engaged in significant research and investigation in connection with the Actions. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of the Actions and utilized an expert to perform an analysis of the data and valuation of the claims..

(f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On October 23, 2024, the Parties participated in an all-day mediation presided over by Paul Grossman, Esq., a respected and experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious

(g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions and further denies that, for any purpose other than settlement, the Actions is appropriate for class and/or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the basis that the claims meet the requisites for class certification. Without

admitting that class certification is proper, Defendant has stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.16.) The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Actions, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

(h) Class Counsel has conducted an investigation into the facts of the class action. Both formal and informal discovery was obtained, which included the production of relevant documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

7. History of Settlement Discussions

(a) This settlement is the result of extensive and hard-fought litigation as well as negotiations before an experienced and well-respected mediator. Defendant has expressly denied and continues to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who has previously litigated similar claims against other employers.

(b) The Parties attended an arms-length mediation session with Paul Grossman, Esq., an experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation

for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and employment data and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day mediation session, with after arm's length negotiations both during and after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal

(c) From November 2024 to August 2025, the Agreement and exhibits thereto were finalized and executed. On December 16, 2025, Plaintiffs' Motion for Preliminary was originally heard. Per the Court's ruling, Plaintiffs filed supplemental briefing and declarations. On March 4, 2026, the Court granted Plaintiffs' Motion for Preliminary Approval, and on March 18, 2026, the Court entered the Order granting preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

(d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In my judgment as experienced Class Counsel, this Settlement should be finally approved.

8. <u>The outcome of this case would have been uncertain and fraught with risks.</u>

(a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiffs and the other Class Members. Defendant contended that it is not the legal employer. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that work time was properly recorded. Defendant contends that its meal and rest period policies fully complied with California law and that Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant has an argument that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065

(2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

(b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

(c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take at least another two or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class

Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

(d ) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. Based upon 2,734 Participating Class Members who collectively worked an estimated 142,055 Workweeks, the Gross Settlement Amount provides an average value of $731.53 per Class Member and $14.07 per Workweek and, after deductions, the Net Settlement Amount provides an average recovery of $372.85 per Class Member and a recovery of $7.17 per The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees. For the Class, the maximum potential damages were calculated to be $5,387,166 for the alleged unpaid wages for off-the-clock work at one hour per week, $357,163 for the alleged missed meal periods based upon the potential 2.3% violation rate observed in the time records, $348,667 for alleged rest period damages based upon the 2.3% violation rate observed for meal period records, $173,405 for alleged unreimbursed cell-phone expenses at $5 per month. As a result, the total damage valuation was calculated such that Defendant was subject to a maximum damage claim in the amount of $6,266,401. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of $12,581,286, and potential maximum wage statement penalties were $3,286,800.[2] Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of $2,000,000 represents more than 31% of the maximum value of the alleged damages at issue in this case

[2] While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

at the time this Settlement was negotiated.[3] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.[4] Clearly, the goal of this litigation has been met.

(e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial defenses both to liability and to class certification. The maximum and average class member allocations are $1,829.87 and $372.85, respectively. *See* Bench Decl. ¶17. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

(f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe in the merits of the claims, Defendant have asserted real and substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of

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[3] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs' Motion for Preliminary Approval.

[4] See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a settlement where the settlement amount constituted approximately 25% of the estimated overtime damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%" of maximum valuation).

Plaintiffs' case and the risk of establishing class wide liability and damages.

**ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should Be Enforced

(a) Class Counsel successfully negotiated a class action settlement which provides for a common fund settlement to be paid by Defendant to the Class in the amount of Two Million Dollars ($2,000,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

(b) In the class action context, that means "attempting to award the fee that informed private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market value of the award requested.

(c) The requested fee award, agreed to by the parties as part of the Settlement, should be approved. The requested fee award was bargained for during arms' length adversarial bargaining by counsel for each of the parties as part of the Settlement.

10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value Created for the Benefit of the Class

(a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third of the Gross Settlement Amount of $2,000,000, which equals $666,666 for attorneys' fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed $100,000. Finally,

Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payments in the amount of $15,000 each as their service awards under the Agreement.

(b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a significant contingent risk such as this one. Our legal system places unique reliance on private litigants to enforce substantive provisions of employment law through class actions. Therefore, attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in private bargaining that takes place in the legal market place.

(c) There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

(d) Here, the contingent nature of the fee award, both from the point of view of eventual settlement and the point of view of establishing eligibility for an award, also warrant the requested fee award. A number of difficult issues, the adverse resolution of any one of which could have doomed the successful prosecution of the action, were present here. Attorneys' fees in this case were not only contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier approved in other cases.

(e) At the time this case was brought, the result was far from certain as discussed above at

paragraphs 8(a) and 8(b).

(f) The Settlement was possible only because Class Counsel was able to convince Defendant that Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required to invest substantial time and resources in investigation, litigation, the determination of potential damages and communicating with and responding to opposing counsel's and class members' requests and inquiries.

(g) To represent the Class on a contingent fee basis, Class Counsel also had to forego compensable hourly work on other cases to devote the necessary time and resources to this contingent case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent fee work in this case which could potentially have paid nothing.

(h) Class Counsel were required to advance all costs in this litigation. Especially in this type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel advanced more than $63,000. in costs which could not have been recovered if this case had been lost. Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs also support the requested awards.

(i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to $241,666

is also established by reference to Class Counsel's lodestar in this matter **The contemporaneous billing records for Class Counsel evidence that through October 7, 2026, Class Counsel's total lodestar is $554,565.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 1.2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports.. Such a multiplier cross-check is reasonable as it is well below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).[5] As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful. As a result, this Court may conclude that the requested award is fair and reasonable and is justified under California law.[6]

(j) Counsel retained on a contingency fee basis, whether in private matters or in representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true

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[5] See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc*., 182 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*,171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

[6] Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

here where Class Counsel has prosecuted this case on a contingency basis for almost three years. Indeed, if counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from prosecuting similar cases.

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award

in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco

Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodel Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to 30% of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through October 7, 2026, Class Counsel's total lodestar is $554,565.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 1.2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From June 16, 2022 to October 7, 2026, my firm worked on this matter for over 479 hours, with hourly rates for attorneys ranging from $450 to $995, resulting in a total incurred lodestar for my firm in the amount of $321,495.00. A detailed breakdown of the fees and the services performed by my firm on this case is attached hereto as Exhibit #3 [lodestar of $17,505] and Exhibit #4 [lodestar of $303,990], which are true and correct copies of the billing statements for this matter where time and task is entered by staff contemporaneously. My firm changed billing systems in June 2024, so Exhibit #3 is the billing from inception to June 2022, and Exhibit #4 is the billing from June 2024 to October 7, 2026. In addition, my firm will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process.

I expect this additional work will result in $20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California." Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, historically several years ago charged between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by Class Counsel for comparable work are within these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class Counsel Litigation Expenses Payment of not more than $100,000." Based upon its billing records, Class Counsel requests reimbursement for incurred litigation expenses and costs in the combined amount of $63,791.35, which is less than the "not-to-exceed" amount. My firm incurred litigation expenses in the amount of $50,571.92. These litigation expenses include filing fees, mediation expenses, expert expenses (Berger Consulting), charges for documents purchased from the Court, attorney service charges (OneLegal and File & Serve Xpress), and FedEx delivery charges, all of which are costs normally billed to and paid by the client.[7] Attached hereto as Exhibit #3 [expenses of $517]and Exhibit #4 [expenses of $50,054.92] are true and correct copies of the billing statementds for my firm which provides the specific details of all expenses incurred. My firm changed billing systems in June 2024, so Exhibit #3 is the billing from inception to June 2022, and Exhibit #4 is the billing from June 2024 to October 7, 2026. These costs were reasonably incurred in the prosecution of the Action.

Service Award

14. For their service as the class representatives, Plaintiffs should be awarded the agreed service awards of $15,000 each in accordance with the Agreement for their time, risk and effort expended on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been no objections to the requested service award. Plaintiffs' Declarations are submitted herewith in support of this request and are attached hereto as Exhibits #6 through #11. As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation, responding to numerous requests, searching for documents, working with counsel, and reviewing the settlement documentation. Plaintiffs' Declarations detail the involvement, stress and risks

[7] Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

they undertook as a result of this Action. Plaintiffs also assumed the serious risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount of $15,000 each is well within the currently awarded range for similar settlements. The requested award is also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of $12,500 each)*; Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action)*; Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving $10,000 service award where class member recovery was $375)*; Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing $20,000 award to $15,000 where the plaintiff brought a class claim in lieu of bringing an individual action)*;Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding $25,000 service award in overtime wage class action)*; Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding $15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding $10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding $10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los

Angeles County Superior Court (June, 11, 2010)(awarding $10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding $10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding $10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding $10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding $10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding $10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding $10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding $10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding $10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding $10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding $10,000 service award); *Lazar v, Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding $10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding $10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding $10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding $10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding $10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding $10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding $10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding $10,000 service award); *Barrett v. Doyon Security*

*Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding $10,000 service award); *Zirpolo v. UAG Stevens Creek II,* Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding $10,000 service award); *Taylor v. TIC - The Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding $10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against his former employer. Plaintiffs put their future employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.[8] Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."[9] PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."[10]

16. As a result, Class Counsel respectfully requests approval of the application for award of

[8] www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

[9] http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

[10] https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/.

the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of $63,791.35, and approval of the requested service award to Plaintiffs.

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The Class Counsel Fees Payment awarded shall be allocated among Class Counsel pursuant to a fee split set forth in the Agreement as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% Lawyers for Justice, P.C.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of October, 2026, at San Diego, California.

*/s/ Kyle Nordrehaug*
KYLE NORDREHAUG

**EXHIBIT #1**

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# FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

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Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.
Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
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## REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd. Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., *LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc.,San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA,U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P. , U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior

Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v.Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC , U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No.05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

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AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765;Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx

Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa Counrt Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank –San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v.The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC –U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc.– Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation –Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co, – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc, – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG;Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior C ourt, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #2**

# 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 Weissler 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 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"). 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. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(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 Felix Gunawan

Plaintiff Felix Gunawan

Dated: 08/08/2025 Tajé Fleming
Tajé Fleming (Aug 8, 2025 17:23:20 PDT)

Plaintiff Taje Fleming

Dated: 08/08/2025
Toma Stavrev (Aug 8, 2025 17:08:26 PDT)

Plaintiff Toma Stavrev

Dated: 08/08/2025 Saif Ahmed
Saif Ahmed (Aug 8, 2025 16:52:20 CDT)

Plaintiff Saif Ahmed

Dated: _____

Plaintiff Irwandie Tio

Dated: _____

Plaintiff Xavier Brown

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

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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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The Parties and their counsel hereby execute this Agreement.

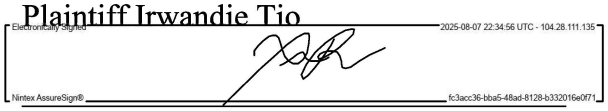
Dated: _____ _____
Plaintiff Felix Gunawan

Dated: _____ _____
Plaintiff Taje Fleming

Dated: _____ _____
Plaintiff Toma Stavrev

Dated: _____ _____
Plaintiff Saif Ahmed

Dated: _____ _____
Plaintiff Irwandie Tio

Dated: 08/07/2025 

Plaintiff Xavier Brown

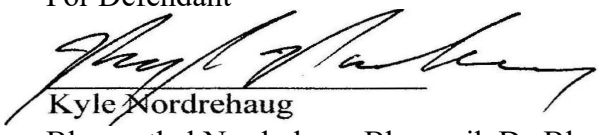
Dated: _____

_____
Randall Lewis, General Counsel
For Defendant

Dated: _____

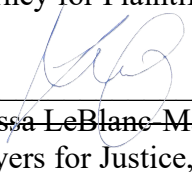
_____
Mathieu Le Bourhis, Chief Financial Officer
For Defendant

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

Docusign Envelope ID: 0CE4793C-9B00-4908-947F-53627AEF6F78

Dated: _____

Plaintiff Irwandie Tio

Dated: _____

Plaintiff Xavier Brown

Dated: 8/12/2025

Signed by:
Randall Lewis
F0A793E15841465...

Randall Lewis, General Counsel
For Defendant

Dated: 8/12/2025

Signed by:
Mathieu Le Bourhis
570D1570222B41D...

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 Weissler
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** | 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).<br><br>Additional information is set forth below. |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Response Deadline is _____.** | 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.<br><br>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**<br><br>**Written Objections Must be Submitted by the Response Deadline (_____)** | 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.<br><br>See Section **8** of this Class Notice. |
| **You Can Participate in the Final Approval Hearing** | 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.<br><br>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**<br><br>**Witten Challenges Must be Submitted by the Response Deadline (_____)** | 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. |

## 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 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 _____,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:

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## 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"**

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,<br><br>Plaintiffs,<br><br>v.<br><br>TRANSDEV ALTERNATIVE SERVICES, INC., a Corporation; and DOES 1 through 50, inclusive,<br><br>Defendants. | CASE NO.: **CGC-22-599234**<br><br>**[PROPOSED] PRELIMINARY APPROVAL ORDER**<br><br>Hearing Date:<br>Hearing Time:<br><br>Judge: Hon. Joseph M. Quinn<br>Dept: 302<br><br>Action Filed: April 19, 2022<br>Trial Date: Not set |

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

**IT IS HEREBY ORDERED:**

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

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

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

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

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

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "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.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints 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 and Edwin Aiwazian, Joanna Ghosh, and Melissa A. LeBlanc-Mansell of Lawyers for Justice, P.C. as Class Counsel for the Class.

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

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

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

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

12. A Final Approval Hearing shall be held before this Court on _____ _____ at 9:00 a.m. in Department 302 at the Civic Center Courthouse of the San Francisco County Superior Court to determine all necessary matters concerning the Settlement,

including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing.

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

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

event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation or otherwise for any purpose.

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

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

**IT IS SO ORDERED.**

Dated: _____

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

**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**Exhibit C-1**

**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**

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

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

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

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

> 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. The Administrator received ___ valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiffs as the Class Representatives, and 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 and Edwin Aiwazian, Joanna Ghosh, and Melissa A. LeBlanc-Mansell of Lawyers for Justice, P.C. as Class Counsel for the Class.

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

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

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

7. The Court further finds and determines that the Gross Settlement Amount of Two Million Dollars ($2,000,000) and the terms of the Agreement are fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who have not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement as 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) will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will be sent an Individual PAGA Payment, regardless of any opt-out from the Class portion of the Settlement.

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

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

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

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

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

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

13. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of $_____, plus costs and expenses in the amount of $_____. Said amounts shall be paid from the Gross Settlement Amount.

14. The parties are hereby ordered to comply with the terms of the Settlement. 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 within 14 days after the Effective Date.

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

**IT IS SO ORDERED.**

Dated: _____

_____

The Honorable Joseph M. Quinn
Judge of the Superior Court

**Exhibit C-2**

**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**

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

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

3. The Court finds that in consideration for their Individual Class Payments, 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, 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.

4. The Court finds that in consideration for the approved PAGA Penalties payment, 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, 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.

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

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

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

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

**LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

Dated: _____

_____
The Honorable Jospeh M. Quinn
Judge of the Superior Court

**EXHIBIT #3**

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

OCTOBER 7, 2026

TAJE FLEMING

RE: TRANSDEV
FILE NUMBER: CA2559.001

ATTORNEY FEES

| DATE | ATTY | DESCRIPTION | HOURS | RATE | AMOUNT |
|---|---|---|---|---|---|
| 12/02/21 | ND | REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION. REVIEW DEFENDANT'S BUSINESS OPERATIONS IN CA. REVIEW FACTS AND LAW. ANALYZE VIOLATIONS. | 2.90 | 850 | 2,465.00 |
| 12/11/21 | ND | DRAFT COMPLAINT. REVIEW CASE FILE AND FACTS. | 2.90 | 850 | 2,465.00 |
| 12/12/21 | ND | REVIEW AND RESEARCH MEAL AND REST BREAK CLAIMS. REVIEW AND ANALYZE PAYSTUBS. RESEARCH VENUE ISSUE. DRAFT COMPLAINT. | 3.10 | 850 | 2,635.00 |
| 04/13/22 | SB | REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND | 2.80 | 450 | 1,260.00 |
| 04/18/22 | RE | REVIEW CASE NOTES/DAMAGE ANALYSIS | 0.40 | 675 | 270.00 |
| 04/18/22 | RE | REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE | 0.70 | 675 | 472.50 |
| 04/18/22 | RE | REVIEW, EDIT & FINALIZE PAGA ONLY COMPLAINT DRAFT FOR NEXT DAY FILING | 1.70 | 675 | 1,147.50 |
| 04/19/22 | RE | DRAFT SUMMONS AND CIVIL CASE COVER SHEET | 0.50 | 675 | 337.50 |
| 04/19/22 | RE | REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SF | 0.50 | 675 | 337.50 |

| DATE | ATTY | DESCRIPTION | HOURS | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | SUP. CT. | | | |
| 04/20/22 | RE | REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE | 0.50 | 675 | 337.50 |
| 04/20/22 | RE | UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA | 0.40 | 675 | 270.00 |
| 04/21/22 | JH | REVIEW COMPLAINT AND CASE NOTES; ASSESS DOCS IN FILE | 1.00 | 750 | 750.00 |
| 04/22/22 | JH | REVIEW/ANALYZE DOCS IN FILE; CREATE EXHIBIT BOOK; UPDATE CASE NOTES | 2.20 | 750 | 1,650.00 |
| 06/13/22 | RE | PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REG. AGENT; SEND OUT FOR SERVICE VIA KNOX | 0.70 | 675 | 472.50 |
| 10/06/26 | ND | REVIEW AND ANALYZE INDIVIDUAL EMPLOYMENT LAW FILES. REVIEW AND ANALYZE ALL PAYSTUBS AND COMPANY DOCUMENTS. REVIEW WAGE STATEMENT AND OVERTIME CLAIMS. LEGAL RESEARCH WAGE AND HOUR CLAIMS. OBTAIN BACKGROUND FACTS FOR COMPLAINT. | 3.10 | 850 | 2,635.00 |

TOTAL BILLED HOURS

| | | | |
|---|---|---|---|
| JEFF HERMAN | 3.20 hr | @ 750.00 | $ 2,400.00 |
| NICK DEBLOUW | 12.00 hr | @ 850.00 | $ 10,200.00 |
| RICO EHMANN | 5.40 hr | @ 675.00 | $ 3,645.00 |
| SCOTT BLUMENTHAL | 2.80 hr | @ 450.00 | $ 1,260.00 |

| | | |
|---|---|---|
| TOTAL PROFESSIONAL SERVICES | 23.40 | $ 17,505.00 |

COSTS ADVANCED

| | | |
|---|---|---|
| 01/03/22 | PAGA FILING FEE | 75.00 |
| 05/02/22 | FILE AND SERVE EXPRESS. | 442.00 |
| | TOTAL COSTS ADVANCED | $ 517.00 |
| TOTAL CURRENT CHARGES | | $ 18,022.00 |

**EXHIBIT #4**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

# INVOICE

Invoice # 1
Date: 10/07/2026
Due On: 11/06/2026

Taje Fleming
11 Elba Court
American Canyon, CA 94503

## CA2559

## Transdev Alternative Services, Inc.

### Services

| Attorney | Date | Notes | Quantity | Rate | Total |
|---|---|---|---|---|---|
| RE | 06/16/2022 | File Proof of Service of Summons; memo to firm re post-service written discovery | 0.50 | $675.00 | $337.50 |
| HD | 06/22/2022 | Review Complaint and case notes. Draft Plaintiffs' Request for Production of Documents, | 1.00 | $250.00 | $250.00 |
| HD | 07/14/2022 | Draft Belaire West Notice | 0.50 | $250.00 | $125.00 |
| HD | 07/15/2022 | Draft Plaintiff's written discovery request including Request for Production, Request for Admissions, Special Interrogatories, Form Interrogatories as to each Plaintiff, Notice of Deposition and Proof of Service | 3.50 | $250.00 | $875.00 |
| AB | 07/15/2022 | Review/analyze notice of removal | 2.00 | $895.00 | $1,790.00 |
| JH | 07/18/2022 | Review and Analyze: Review/analyze Defendant's notice if removal; research for remand; advise team re discovery and notices of appearance | 1.00 | $750.00 | $750.00 |
| KN | 07/18/2022 | Review and Analyze: Review Notice of removal and supporting documents | 0.60 | $950.00 | $570.00 |
| JH | 07/19/2022 | Review and Analyze: Review Court order setting initial CMC: analyze standing orders re initial CMC requirements; advise team | 0.50 | $750.00 | $375.00 |

| | | | | | |
|---|---|---|---|---|---|
| SP | 07/19/2022 | Communication with JSH and HD re Remand Motion. Initial Research on Remand motion. | 0.90 | $675.00 | $607.50 |
| JH | 07/26/2022 | Review and Analyze: Review/analyze answer to complaint | 0.50 | $750.00 | $375.00 |
| JH | 07/27/2022 | Discuss matter w ND re new rep | 0.40 | $750.00 | $300.00 |
| JH | 07/28/2022 | Review file; prepare magistrate declination form; review reassignment orders; research judicial assignment | 0.70 | $750.00 | $525.00 |
| SP | 08/01/2022 | Review and analyze complaint and representative file. Review 1198.5 letter. Served 1198.5 letter on opposing Counsel. | 1.10 | $675.00 | $742.50 |
| SP | 08/01/2022 | Reviewed file in anticipation of deadline. | 0.30 | $675.00 | $202.50 |
| JH | 08/04/2022 | Further review notice of removal; draft notice of motion to remand and RJN; begin drafting memorandum of Ps&As | 1.00 | $750.00 | $750.00 |
| JH | 08/05/2022 | Continue researching for and drafting motion to remand | 3.00 | $750.00 | $2,250.00 |
| SP | 08/10/2022 | Communication with Counsel re: 26(f) Conference. | 0.20 | $675.00 | $135.00 |
| JH | 08/10/2022 | Continue drafting motion to remand | 0.70 | $750.00 | $525.00 |
| JH | 08/11/2022 | Continue and finish drafting motion to remand; substantively revise; draft proposed order; finalize and prepare all papers for filing | 3.00 | $750.00 | $2,250.00 |
| KN | 08/11/2022 | Review motion to remand; provide input to JH | 0.60 | $950.00 | $570.00 |
| JH | 08/12/2022 | Call from clerk re-notice motion | 0.30 | $750.00 | $225.00 |
| HD | 08/12/2022 | Process and upload Motion to Remand Case to State Court. E-File Motion to Remand. Prepare and send word formatted Proposed Order to chambers accordingly. Process and upload filed Documents to electronic file. | 1.00 | $250.00 | $250.00 |
| JH | 08/15/2022 | Prepare and file Re-Notice of motion; circulate and coordinate with calendar | 0.30 | $750.00 | $225.00 |
| JH | 08/16/2022 | Discuss matter with SP and AJB re potential mediation | 0.40 | $750.00 | $300.00 |
| SP | 08/16/2022 | Prepared for Joint Rule 26(f) meet and confer. met and conferred with counsel. Drafted follow up email. Began draft of Joint 26(f) Report. | 1.70 | $675.00 | $1,147.50 |
| JH | 08/17/2022 | Draft notice of errata | 0.40 | $750.00 | $300.00 |
| SP | 08/18/2022 | Reviewed and analyzed case file and pleadings, correspondence and orders. Drafted Rule 26(f) | 3.30 | $675.00 | $2,227.50 |

| | | | | | |
|---|---|---|---|---|---|
| | | Report and sent to Opposing Counsel. | | | |
| JH | 08/18/2022 | Review draft Rule 26f report and draft belaire notice | 0.60 | $750.00 | $450.00 |
| HD | 08/18/2022 | E-File Notice of Errata regarding Plaintiff's Motion to Remand. | 0.50 | $250.00 | $125.00 |
| JH | 08/22/2022 | Review court order; circulate and advise team | 0.40 | $750.00 | $300.00 |
| SP | 08/22/2022 | Reviewed case file, calendar and motion for remand in anticipation of next weeks reply filing deadline. | 0.50 | $675.00 | $337.50 |
| JH | 08/25/2022 | Discuss federal discovery with SP; advise | 0.40 | $750.00 | $300.00 |
| SP | 08/25/2022 | Discussed Federal discovery with JSH. | 0.30 | $675.00 | $202.50 |
| JH | 08/29/2022 | Research local rules, chamber rules, and case law re non-opp; draft notice of non-receipt of opposition | 0.60 | $750.00 | $450.00 |
| JH | 08/30/2022 | Review/analyze Defendant's remand opposition; research for and draft reply | 5.00 | $750.00 | $3,750.00 |
| SP | 08/30/2022 | Reviewed, revised, finalized and served the following discovery.<br>1. PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE<br>2. PLAINTIFFS' REQUEST FOR ADMISSIONS, SET ONE<br>3. PLAINTIFFS' SPECIAL INTERROGATORIES, SET ONE<br>4. PLAINTIFF FELIX GUNAWAN'S FORM INTERROGATORIES, SET ONE<br>5. PLAINTIFF TAJE FLEMING'S FORM INTERROGATORIES, SET ONE<br>6. PLAINTIFF TOMA STAVREV'S FORM INTERROGATORIES, SET ONE<br>7. PLAINTIFFS' NOTICE OF DEPOSITION OF DEFENDANT | 4.10 | $675.00 | $2,767.50 |
| JH | 08/31/2022 | Revise Motion to Remand Reply; draft Suppl. RJN and prepare exhibits thereto | 2.00 | $750.00 | $1,500.00 |
| JH | 09/01/2022 | Review and revise TOC/TOA; further revise Remand Reply | 1.00 | $750.00 | $750.00 |
| JH | 09/02/2022 | Finalize Remand Reply and supporting docs for filing | 0.70 | $750.00 | $525.00 |
| JH | 09/07/2022 | Review complaint and status in recently filed related matter; compare to matter; advise team | 1.00 | $750.00 | $750.00 |
| JH | 09/12/2022 | Review 1198.5 docs for new rep | 1.00 | $750.00 | $750.00 |
| JH | 09/21/2022 | Correspondence with client | 0.40 | $750.00 | $300.00 |

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| JH | 09/22/2022 | Review/analyze Defendant's admin motion | 0.40 | $750.00 | $300.00 |
| JH | 09/23/2022 | Call with defense counsel re ADR; advise AJB; complete ADR certification and circulate to Plaintiff | 0.70 | $750.00 | $525.00 |
| JH | 09/30/2022 | Correspondence from defense counsel re mediation data; advise AJB re arb agreement | 0.40 | $750.00 | $300.00 |
| JH | 10/11/2022 | Advise SP re discovery | 0.50 | $750.00 | $375.00 |
| JH | 11/04/2022 | Correspondence with defense counsel re discovery | 0.40 | $750.00 | $300.00 |
| AB | 11/14/2022 | Work w/ defense attorney and mediator to book mediation. Analyze mediation data needs. | 2.00 | $895.00 | $1,790.00 |
| JH | 11/15/2022 | Correspondence with mediator's staff re mediation | 0.40 | $750.00 | $300.00 |
| JH | 11/29/2022 | Review mediation data request letter; advise SP | 0.40 | $750.00 | $300.00 |
| JH | 12/22/2022 | Meet and confer call with defense counsel | 0.40 | $750.00 | $300.00 |
| HD | 01/03/2023 | Research and review Judge's Standing Order and Northern District Standing Order. Draft shell/out line for Case Management Statement and Rule 26(F) Report. | 1.00 | $250.00 | $250.00 |
| JH | 01/04/2023 | Review Court Minute Order; circulate and advise team | 0.40 | $750.00 | $300.00 |
| SP | 01/05/2023 | Reviewed case file, docket, local rules and orders. Discussed with HD and JSH. Drafted request to appear telephonically, revised finalized and arranged for service and filing. | 2.50 | $675.00 | $1,687.50 |
| SP | 01/06/2023 | Reviewed Court Order. Discussed with JSH and HD and arranged for Proposed order and Request to appear electronically to be re-filed. | 0.50 | $675.00 | $337.50 |
| JH | 03/10/2023 | Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team | 0.30 | $750.00 | $225.00 |
| JH | 03/17/2023 | Review/analyze Order granting Motion to Remand; circulate and advise team | 0.80 | $750.00 | $600.00 |
| KN | 03/18/2023 | Review Order granting remand; review past emails; analysis of next steps | 0.50 | $950.00 | $475.00 |
| JH | 03/20/2023 | Draft/revise notice of remand; finalize and prepare for filing | 0.40 | $750.00 | $300.00 |
| AB | 03/27/2023 | Review mediation confirmation letter. | 1.00 | $895.00 | $895.00 |
| TM | 04/19/2023 | Draft Case Management Statement: Discussion with JH re strategy and status of matter in order to | 0.20 | $450.00 | $90.00 |

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| | | draft CMC statement. | | | |
| JH | 04/24/2023 | Review/revise draft CMC stmt; advise TM | 0.40 | $750.00 | $300.00 |
| TM | 04/24/2023 | Draft Case Management Statement: Reviewed and analyzed file to draft case management conference statement; drafted case management conference statement. | 1.50 | $450.00 | $675.00 |
| TM | 04/25/2023 | Draft Case Management Statement: Finalized and signed Case Management Conference Statement. | 0.30 | $450.00 | $135.00 |
| JH | 05/01/2023 | Review/analyze Defendant's mediation doc production; advise team and update exhibit book | 1.00 | $750.00 | $750.00 |
| SP | 05/01/2023 | Reviewed documents sent by Counsel for mediation. Ensured documents and data were sent to Expert. | 0.50 | $675.00 | $337.50 |
| JH | 05/03/2023 | Review/analyze Defendant's additional mediation data production; update case notes and exhibit book | 1.00 | $750.00 | $750.00 |
| JH | 05/05/2023 | Review/analyze Defendant's supplemental mediation doc production; update file | 0.70 | $750.00 | $525.00 |
| SP | 05/09/2023 | Reviewed Defendant's Mediation Data Request. Reviewed and Analyzed file and compiled the documents for service. Drafted response to Data inquiry for Ahmed, Gunawan, Fleming and Stavrev. Discussed with AJB. | 3.60 | $675.00 | $2,430.00 |
| RE | 05/09/2023 | Draft class action complaint | 1.50 | $675.00 | $1,012.50 |
| JH | 05/09/2023 | Review file; discuss mediation cancellation with team; advise team re correspondence with defense counsel discovery and continued mediation | 1.00 | $750.00 | $750.00 |
| AB | 05/09/2023 | Draft mediation brief. | 3.00 | $895.00 | $2,685.00 |
| RE | 05/10/2023 | Draft class action complaint; email to ND re draft complaint | 3.00 | $675.00 | $2,025.00 |
| RE | 05/10/2023 | Confer w ND re complaint draft; revise complaint; add 226 claim; send ND revised draft complaint | 1.50 | $675.00 | $1,012.50 |
| RE | 05/10/2023 | Draft summons and civil case cover sheet re class action | 0.50 | $675.00 | $337.50 |
| JH | 05/11/2023 | Review additional analysis from expert; assess client docs to analyze issues | 0.50 | $750.00 | $375.00 |
| NB | 05/11/2023 | review docs, analyze. Advise AJ. | 2.00 | $995.00 | $1,990.00 |
| RE | 05/12/2023 | Email to Saif Ahmend re class action complaint draft approval | 0.40 | $675.00 | $270.00 |

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| RE | 05/15/2023 | Review & finalize class action complaint package; file in SF Sup. Ct. | 0.50 | $675.00 | $337.50 |
| RE | 05/18/2023 | Review court returned docs; review docket; review notice to plaintiff; memo to firm re judicial/ department assignment and status of initial case management conference | 0.50 | $675.00 | $337.50 |
| JH | 05/18/2023 | Discuss post-mediation discovery deadlines with SP; advise | 0.40 | $750.00 | $300.00 |
| NB | 05/18/2023 | Analyze settlement issues, advise AJ. | 2.00 | $995.00 | $1,990.00 |
| JH | 05/24/2023 | Discuss with SP re meet and confer call with defense counsel re missing mediation data | 0.40 | $750.00 | $300.00 |
| SP | 05/24/2023 | Met and conferred with Defense Counsel re: mediation data request and discovery agreement post mediation. Drafted and sent confirming correspondence. | 0.80 | $675.00 | $540.00 |
| JH | 05/26/2023 | Review/analyze expert's mediation damages models; discuss with team | 0.50 | $750.00 | $375.00 |
| SP | 05/30/2023 | Reviewed case notes, complaint, documents and exhibit book. Drafted Mediation Chart. | 1.80 | $675.00 | $1,215.00 |
| JH | 06/02/2023 | Review/analyze mediation data update; discuss with SP | 0.30 | $750.00 | $225.00 |
| JH | 06/07/2023 | Review/analyze addition mediation production from Defendant; update exhibit book; advise team | 0.80 | $750.00 | $600.00 |
| JH | 06/11/2023 | Review/analysis next batch of meditation data production from defendant (sample wage stmts); update file and case notes | 1.00 | $750.00 | $750.00 |
| JH | 06/12/2023 | Review/analyze final mediation expert damages analysis; advise team | 0.50 | $750.00 | $375.00 |
| AB | 06/12/2023 | Finalize and file mediation brief. | 4.00 | $895.00 | $3,580.00 |
| SB | 06/12/2023 | Speak with client in advance of mediation, analyze claims, advise AJB | 2.80 | $450.00 | $1,260.00 |
| KN | 06/12/2023 | Review draft mediation brief; review expert valuation report; provide input on claims and strategy | 1.00 | $950.00 | $950.00 |
| RE | 06/13/2023 | Review email from OPC re service via NAR; prepare NAR; prepare initial documents for service of process re class action; email to OPC w/docs; instruct staff to mail hard copy per code | 0.90 | $675.00 | $607.50 |
| SB | 06/13/2023 | Speak with clients about claims, calculate individual damages, advise AJB | 2.80 | $450.00 | $1,260.00 |
| SB | 06/14/2023 | Prepare for mediation, review and analyze | 2.80 | $450.00 | $1,260.00 |

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| | | mediation brief, advise AJB | | | |
| AB | 06/15/2023 | Prep and appear for mediation. | 10.00 | $895.00 | $8,950.00 |
| SB | 06/15/2023 | Attend mediation | 8.00 | $450.00 | $3,600.00 |
| JH | 06/16/2023 | Discuss mediation outcome with AJB; review mediation notes; advise team re continued litigation | 1.00 | $750.00 | $750.00 |
| TM | 06/26/2023 | Draft Case Management Statement: Reviewed and analyzed file and court docket to draft CMC statement; drafted CMC statement for upcoming CMC. | 1.00 | $450.00 | $450.00 |
| TM | 06/26/2023 | Draft Case Management Statement: Drafted CMC statement; reviewed file and pertinent documents to draft CMC statement. | 1.00 | $450.00 | $450.00 |
| JH | 06/27/2023 | Review file; revise/revise CMC stmt; advise TM | 0.40 | $750.00 | $300.00 |
| TM | 06/27/2023 | Draft Case Management Statement: Revised and finalized CMC statement. | 0.50 | $450.00 | $225.00 |
| JH | 07/06/2023 | Discuss mediation with AJB; review file to obtain status of matter; correspondence with defense counsel re stay lifted; advise team re post-mediation discovery | 0.80 | $750.00 | $600.00 |
| HD | 07/06/2023 | Review Case Information post mediation.Draft shells for Plaintiff’s written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant’s PMK and Proof of Service | 2.00 | $250.00 | $500.00 |
| HD | 07/06/2023 | Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One | 0.50 | $250.00 | $125.00 |
| JH | 07/07/2023 | Review file; draft/revise and finalize discovery requests to Defendant; advise team re service | 1.50 | $750.00 | $1,125.00 |
| HD | 07/07/2023 | Execute and finalize Proof of Service. Serve Plaintiff's written discovery requests,set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, and Notice of Deposition of Defendant’s PMK with respect to the PAGA action. | 0.30 | $250.00 | $75.00 |
| HD | 07/07/2023 | Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for August 30, 2023. | 0.20 | $250.00 | $50.00 |
| TM | 08/04/2023 | Review and Analyze: Reviewed and analyzed Defendant's discovery responses to Plaintiff's Felix Gunawan, Taje Fleming, and Toma Stavrev's Request for Admissions, Special | 2.40 | $450.00 | $1,080.00 |

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| | | Interrogatories, Form Interrogatories - Employment, and Request for Production of Documents, Set One. | | | |
| JH | 08/04/2023 | Begin review/analysis of Defendant's discovery responses | 1.50 | $750.00 | $1,125.00 |
| JH | 08/14/2023 | Call from defense counsel re PMK and ongoing settlement discussions; advise team | 0.50 | $750.00 | $375.00 |
| HD | 08/15/2023 | Draft Stipulation and Protective Order-Confidential Designation Only | 0.50 | $250.00 | $125.00 |
| TM | 08/16/2023 | Review and Revise: Reviewed and revised draft of protective order re discovery; Email to and from OPC re stipulated protective order. | 1.30 | $450.00 | $585.00 |
| JH | 08/16/2023 | Review and revise draft PO; advise TM | 0.50 | $750.00 | $375.00 |
| TM | 08/17/2023 | Review and Revise: Reviewed and analyzed Defendant's discovery responses to Plaintiff's RFP, SROGS, FROGS, and RFAs in order to draft Meet and Confer letter; Drafted meet and confer letter to Defendant re Defendant's deficient discovery responses; email from OPC re draft of Protective Order. | 3.60 | $450.00 | $1,620.00 |
| TM | 08/18/2023 | Correspondence with Opposing Counsel: Drafted extensive meet and confer letter to Defendant re Defendant's deficient discovery responses; email to and from OPC to meet and confer re Defendant's discovery responses. | 2.50 | $450.00 | $1,125.00 |
| JH | 08/18/2023 | Review/revise draft meet and confer correspondence; advise TM | 0.50 | $750.00 | $375.00 |
| TM | 08/25/2023 | Draft Case Management Statement: Reviewed file to draft CMC statement. | 0.50 | $450.00 | $225.00 |
| TM | 08/28/2023 | Correspondence with Opposing Counsel: Email to OPC re meeting and conferring re Defendant's discovery responses. | 0.30 | $450.00 | $135.00 |
| JH | 08/29/2023 | Review/revise draft CMC stmt; advise TM | 0.40 | $750.00 | $300.00 |
| TM | 08/29/2023 | Draft Case Management Statement: Revised, finalized and signed Plaintiff's CMC Statement; advised HD re service and filing. | 0.40 | $450.00 | $180.00 |
| HD | 08/29/2023 | Execute and finalize Proof of Service. Process and Submit Plaintiff's Case Management Statement and Proof of Service to court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| JH | 08/30/2023 | Correspondence with defense counsel re discovery and meet and confer process | 0.30 | $750.00 | $225.00 |
| JH | 09/01/2023 | Review file; review and respond to email from | 0.50 | $750.00 | $375.00 |

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| | | defense counsel re discovery | | | |
| HD | 09/07/2023 | Review the case docket to verify CMC hearing is still on calendar for 09/13/2023. Email handling attorneys confirming CMC Hearing has been continued to 11/15/2023. | 0.20 | $250.00 | $50.00 |
| TM | 09/09/2023 | Planned and prepared for upcoming Case Management Conference; Confirmed upcoming MCC continued. | 0.50 | $450.00 | $225.00 |
| TM | 09/13/2023 | Review and Analyze: Reviewed and analyzed Defendant's proposed revisions to the Belaire-West Notice. | 0.40 | $450.00 | $180.00 |
| JH | 09/13/2023 | Review Defendant's revised belaire notice; further revise and circulate to Defendant for review | 0.70 | $750.00 | $525.00 |
| TM | 09/15/2023 | Receipt and Review of Correspondence: Email from OPC re protective order; reviewed and analyzed Defendant's revisions to protective order; legal research re protective orders to meet and confer with Defendant. | 1.50 | $450.00 | $675.00 |
| JH | 09/15/2023 | Meet and confer with defense counsel re Belaire notice | 0.40 | $750.00 | $300.00 |
| JH | 09/18/2023 | Finalize Belaire notice; discuss with defense counsel re submission to TPA | 0.30 | $750.00 | $225.00 |
| TM | 09/20/2023 | Correspondence with Opposing Counsel: Meet and confer email to and from OPC re Protective Order; revised Protective Order. | 0.80 | $450.00 | $360.00 |
| TM | 09/21/2023 | Receipt and Review of Correspondence: Reviewed OPC's meet and confer email re terms of protective order. | 0.30 | $450.00 | $135.00 |
| TM | 09/25/2023 | Email to JH re status of protective order and meet and confer efforts with OPC; Revised Protective Order per meet and confer efforts. | 0.60 | $450.00 | $270.00 |
| JH | 09/25/2023 | Review revisions to PO from Defendant; discuss with TM; multiple correspondence with Defendant re inappropriateness of Attorney's eyes only provision | 0.70 | $750.00 | $525.00 |
| JH | 09/25/2023 | Correspondence with ILYM and defense counsel re belaire notice | 0.30 | $750.00 | $225.00 |
| JH | 09/25/2023 | Call with defense counsel re discovery and potential consolidation; discuss with team | 0.50 | $750.00 | $375.00 |
| JH | 09/26/2023 | Correspondence with defense counsel re meet and confer call | 0.30 | $750.00 | $225.00 |
| JH | 09/27/2023 | Review/further revise PO to address the proposed attorneys eye only provision; advise TM; | 0.60 | $750.00 | $450.00 |

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| | | correspondence with Defendant re same | | | |
| TM | 09/27/2023 | Review and Revise: Reviewed and revised Protective Order between the Parties; Email to and from OPC re Protective Order and supplemental responses by Defendant; Reviewed and revised Belaire-West Notice; reviewed JH's revisions to Belaire-West Notice; Email to OPC re revised Belaire-West Notice; Finalized and signed Protective Order; Advised HD re filing and service of Protective Order. | 2.90 | $450.00 | $1,305.00 |
| JH | 09/27/2023 | Review/revise new Belaire notice to account for all Class members; advise TM | 0.50 | $750.00 | $375.00 |
| JH | 09/27/2023 | Review/analyze Defendant's first Supplemental Discovery Responses; advise TM re meet and confer | 1.00 | $750.00 | $750.00 |
| HD | 09/27/2023 | Execute and finalize Proof of Service. Process and submit Stipulation for Protective Order Regarding Confidentiality of Documents & Information for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| TM | 09/28/2023 | Review and Analyze: Reviewed and analyzed file, Defendant's initial discovery responses, and past meet and confer correspondence in order to review sufficiency of Defendant's Supplemental Responses. | 1.00 | $450.00 | $450.00 |
| TM | 09/29/2023 | Receipt and Review of Correspondence: Email from OPC re revisions to BW Notice; Reviewed OPC's revisions to BW Notice; email to and from third party administrator re revised BW Notice to be disseminated. | 1.00 | $450.00 | $450.00 |
| JH | 09/29/2023 | Review/analyze Defendant's further revisions to expanded scope Belaire Notice; finalize and send to TPA | 0.40 | $750.00 | $300.00 |
| JH | 10/02/2023 | Review/analyze court orders; advise team | 0.30 | $750.00 | $225.00 |
| HD | 10/02/2023 | Review and verify CMC still on calendar. Check Case Orders re specific instructions for CMC Statements. Draft Case Management shell. Forward to Attorney Herman for edits and finalization. | 0.50 | $250.00 | $125.00 |
| JH | 10/03/2023 | Review file; correspondence with defense counsel re matter; draft/revise CMC stmt; advise HD re filing | 0.50 | $750.00 | $375.00 |
| HD | 10/03/2023 | Execute and Finalize Proof of Service. Process and submit Plaintiff's Case Management Statement (Class) to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |

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| TM | 10/03/2023 | Review and Analyze: Reviewed and analyzed Defendant's Case Management Conference Statement. | 0.40 | $450.00 | $180.00 |
| KN | 10/03/2023 | Review status; review CMC statement | 0.30 | $950.00 | $285.00 |
| TM | 10/04/2023 | Review and Analyze: Reviewed and analyzed Defendant's supplemental responses to Plaintiff's RFA, SROGS, and RFP in order to evaluate sufficiency and draft meet and confer letter. | 1.10 | $450.00 | $495.00 |
| JH | 10/06/2023 | Review/analyze Defendant' draft jt motion to consolidate | 0.50 | $750.00 | $375.00 |
| HD | 10/06/2023 | Draft Stipulation and Proposed Order for Leave to File a First Amended Class and Representative Action. | 1.00 | $250.00 | $250.00 |
| JH | 10/10/2023 | Review/approve proposed Belaire-West mailer sent by TPA | 0.30 | $750.00 | $225.00 |
| TM | 10/10/2023 | Receipt and Review of Correspondence: Reviewed email from third party administrator re mailing and finalizing BW notice. | 0.20 | $450.00 | $90.00 |
| JH | 10/10/2023 | Review file; draft/revise stip for leave to file FAC; circulate to defendant for review | 0.50 | $750.00 | $375.00 |
| TM | 10/10/2023 | Correspondence with Opposing Counsel: Telephone call with OPC re Defendant's supplemental discovery responses; email to OPC re meet and confer discovery call. | 0.40 | $450.00 | $180.00 |
| TM | 10/10/2023 | Receipt and Review of Correspondence: Reviewed email from third party administrator; reviewed Sample return postcard. | 0.20 | $450.00 | $90.00 |
| JH | 10/11/2023 | F/u correspondence with defense counsel re belaire notice and consolidation of matters | 0.30 | $750.00 | $225.00 |
| HD | 10/11/2023 | Download the signed Order Regarding Confidentiality of Documents & Information and saved to the file. Email attorneys to advise. | 0.30 | $250.00 | $75.00 |
| SP | 10/19/2023 | Reviewed case notes, correspondence and pleadings. Drafted First Amended Class and Representative Action Complaint. | 2.20 | $675.00 | $1,485.00 |
| SP | 10/20/2023 | Discuss with JSH. Reviewed, revised and finalized compare document. Sent FAC and Compare Document to Counsel for review. | 0.90 | $675.00 | $607.50 |
| JH | 10/20/2023 | Review/revise draft FAC; advise SP | 0.40 | $750.00 | $300.00 |
| JH | 10/24/2023 | Further correspondence with defense counsel re belaire notice; review further revised notice; finalize and circulate to CPT for mailing | 0.60 | $750.00 | $450.00 |

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| TM | 10/24/2023 | Reviewed and analyzed Defendant's proposed version three of BW notice. | 0.30 | $450.00 | $135.00 |
| SP | 10/24/2023 | Finalized Stipulation to file FAC. Reviewed correspondence. Arranged for service and filing of Stipulation to file FAC. | 1.70 | $675.00 | $1,147.50 |
| TM | 10/25/2023 | Receipt and Review of Correspondence: Reviewed email from third party administrator re updated Notice and Metered Reply postcard | 0.20 | $450.00 | $90.00 |
| JH | 10/26/2023 | Review and approve revise Belaire-West mailer from TPA | 0.30 | $750.00 | $225.00 |
| TM | 10/26/2023 | Drafted meet and confer letter to OPC re Discovery responses and PMK Deposition; Reviewed Defendant's supplemental discovery responses. | 2.40 | $450.00 | $1,080.00 |
| JH | 10/26/2023 | Review/revise draft meet and confer letter; advise TM | 0.50 | $750.00 | $375.00 |
| HD | 10/27/2023 | Execute and finalize Proof of Service. Gather and attached Exhibit to the Joint Stipulation/Proposed Order for Leave to file First Amended Class and Representative Action Complaint. Process and file Joint Stipulation/Proposed Order for Leave to file First Amended Class and Representative Action Complaint to Court for filing via One Legal and courtesy copy delivered to department. Serve via email. | 0.50 | $250.00 | $125.00 |
| TM | 10/30/2023 | Receipt and Review of Correspondence: Email from OPC re meeting and conferring re Defendant's discovery responses; advised CJ re updated MTC deadlines. | 0.30 | $450.00 | $135.00 |
| JH | 10/31/2023 | Review file; draft/revise Plaintiff's CMC stmt | 0.50 | $750.00 | $375.00 |
| HD | 10/31/2023 | Prepare CM110 (Case Management Statement) shell. Forward to Attorney Herman to complete and finalize. | 0.30 | $250.00 | $75.00 |
| TM | 11/01/2023 | Reviewed and analyzed Defendant's Case Management Conference Statement. | 0.40 | $450.00 | $180.00 |
| JH | 11/01/2023 | Call from clerk; advise SP re stip; advise TM re discovery | 0.40 | $750.00 | $300.00 |
| SP | 11/01/2023 | Reviewed and revised stipulation and proposed order. sent to counsel for execution. | 0.90 | $675.00 | $607.50 |
| SP | 11/03/2023 | Reviewed correspondence and followed up with Counsel re revised stipluation. | 0.40 | $675.00 | $270.00 |
| TM | 11/06/2023 | Reviewed Court's order continuing Case Management Conference. | 0.20 | $450.00 | $90.00 |

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| SP | 11/07/2023 | Revised Stipulation and corresponded with Counsel. Sent to Court Clerk. Communication with Court Clerk re: Stipulation and Order. | 1.10 | $675.00 | $742.50 |
| HD | 11/14/2023 | Obtain and download copy of the signed/filed Order for Leave to file First Amended Class and Representative Action Complaint. | 0.30 | $250.00 | $75.00 |
| HD | 11/14/2023 | Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| SP | 11/14/2023 | Corresponded with Team re: Filing of First Amended Complaint. Reviewed Order. Revised and finalized FAC for filing and ensured the same was saved and filed and uploaded to the LWDA website. | 2.10 | $675.00 | $1,417.50 |
| HD | 11/16/2023 | Download and save filed First Amended Complaint to the file. Upload and submit the First Amended Complaint to the LWDA website. | 0.50 | $250.00 | $125.00 |
| TM | 11/20/2023 | Email to and from OPC re Plaintiff's motion to compel deadline, and status of discovery; advised CJ re calendaring of MTC deadlines. | 0.60 | $450.00 | $270.00 |
| JH | 11/20/2023 | Review file and status of FAC; advise team re class discovery | 0.40 | $750.00 | $300.00 |
| TM | 11/20/2023 | Reviewed correspondence history re BW Notice; email to and from CPT Group re BW Notice mailing date. | 0.50 | $450.00 | $225.00 |
| JH | 11/20/2023 | Review/approve Belaire West Mailer | 0.30 | $750.00 | $225.00 |
| HD | 11/22/2023 | Begin preparing Plaintiffs' discovery request with respect to the Class (Set Two) including, the Form Interrogatories, Request For Production and Request For Admission. | 1.00 | $250.00 | $250.00 |
| JH | 11/27/2023 | Draft/revise Plaintiffs' set two of discovery (class); advise team re service | 1.50 | $750.00 | $1,125.00 |
| HD | 11/27/2023 | Continue drafting Plaintiff's' discovery request with respect to the Class Members (Set Two), including Request for Production, Request For Admissions, Special Interrogatories, and Notice of Deposition of Defendant. | 2.00 | $250.00 | $500.00 |
| HD | 11/27/2023 | Execute and finalize Proof of Service. Serve Plaintiff's Written discovery via e-mail. | 0.50 | $250.00 | $125.00 |
| HD | 11/27/2023 | Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for January 25, 2024. | 0.30 | $250.00 | $75.00 |
| TM | 11/29/2023 | Reviewed communication from third party | 0.30 | $450.00 | $135.00 |

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| | | administrator re BW notice in relation to MTC deadline; Advised CJ re calendaring of MTC deadline. | | | |
| TM | 12/04/2023 | Reviewed file, pertinent documents and court's docket to draft Case Management Conference statement; Conferred with team re Case Management Conference Statement; Drafted Case Management Conference Statement; Advised HD re Request for Dismissal. | 0.70 | $450.00 | $315.00 |
| TM | 12/05/2023 | Revised Plaintiff's Case Management Conference Statement; finalized and signed Plaintiff's Case Management Conference Statement; Advised HD re service and filing of CMC Statement. | 0.80 | $450.00 | $360.00 |
| HD | 12/05/2023 | Draft Plaintiff's Request and [Proposed] Order For Dismissal of Action Without Prejudice; Declaration ISO Request For Dismissal of Action Without Prejudice Pursuant to CRC 3.770 and Proof of Service. | 0.50 | $250.00 | $125.00 |
| HD | 12/05/2023 | Execute and finalize Proof of Service. Process and submit Plaintiffs' Request and [Proposed] Order for Dismissal of Action Without Prejudice to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| HD | 12/05/2023 | Execute and finalize Proof of Service. Process and submit Plaintiffs' Case Management Statement to court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| SP | 12/05/2023 | Reviewed and analyzed MOU, Settlement agreement, case notes and correspondence. Reviewed, revised and finalized Request for dismissal and declaration in support. Arranged for service and filing of Request for Dismissal. | 1.90 | $675.00 | $1,282.50 |
| TM | 12/12/2023 | Reviewed Court Order Continuing CMC. | 0.20 | $450.00 | $90.00 |
| JH | 12/28/2023 | Review file; correspondence with client re status update | 0.40 | $750.00 | $300.00 |
| TM | 12/29/2023 | Email to and from client re Plaintiff's discovery responses; Email to HD re status of discovery. | 0.60 | $450.00 | $270.00 |
| TM | 12/29/2023 | Email to client Taje re Plaintiff's Discovery responses; Email to client Toma re Plaintiff's Discovery responses. | 0.40 | $450.00 | $180.00 |
| TM | 12/30/2023 | Reviewed email from third party admin re BW Notice distribution and opt outs; Email to and from Client Toma re Plaintiff's discovery responses. | 0.60 | $450.00 | $270.00 |
| TM | 01/02/2024 | Reviewed Defendant's initial discovery to Plaintiffs, including FROGS, SROGS, RFAs and RFP, to draft Plaintiffs' responses. | 1.00 | $450.00 | $450.00 |

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| TM | 01/02/2024 | Reviewed Court's Notice of Rejection re request for dismissal. | 0.20 | $450.00 | $90.00 |
| TM | 01/02/2024 | Email to and from third party settlement administrator re BW notice. | 0.40 | $450.00 | $180.00 |
| HD | 01/02/2024 | Draft shells for Plaintiff Gunawan's Responses to Defendant's Request For Production, Set One. | 1.00 | $250.00 | $250.00 |
| HD | 01/02/2024 | Draft shells for Plaintiff Gunawan's Responses to Defendant's Request For Admissions, Set One. | 1.00 | $250.00 | $250.00 |
| HD | 01/02/2024 | Draft shells for Plaintiff Gunawan's Responses to Defendant's Special Interrogatories, Set One. | 1.00 | $250.00 | $250.00 |
| HD | 01/02/2024 | Receive and review Court Rejection Notice of Request and Proposed Order for Dismissal of Class Action. Forward to Attorney Puche and advise need Noticed Motion. | 0.20 | $250.00 | $50.00 |
| HD | 01/02/2024 | Draft shells for Plaintiff Fleming's Responses to Defendant's Request For Production, Request for Admission, Special Interrogatories, Set One. | 0.50 | $250.00 | $125.00 |
| HD | 01/02/2024 | Draft shells for Plaintiff Stavrev's Responses to Defendant's Request For Production, Request for Admission, Special Interrogatories, Set One. | 0.50 | $250.00 | $125.00 |
| TM | 01/03/2024 | Drafted Plaintiff Gunawan's responses to Defendant RFP, S ROGS, F ROGS, and RFA; Drafted Plaintiff Fleming's responses to Defendant RFP, S ROGS, F ROGS, and RFA; Drafted Plaintiff Stavrev's responses to Defendant RFP, S ROGS, F ROGS, and RFA. | 3.80 | $450.00 | $1,710.00 |
| TM | 01/03/2024 | Telephone call with Plaintiff Gunawan re Plaintiff's discovery responses; Telephone call with Plaintiff Fleming re Plaintiff's discovery responses; Telephone call with Plaintiff Stavrev Plaintiff's discovery responses; Planned and prepared for telephone calls with clients. | 2.50 | $450.00 | $1,125.00 |
| HD | 01/03/2024 | Draft shells for Plaintiff Gunawan's Responses to Defendant's Form Interrogatories- Employment, Set One. | 1.50 | $250.00 | $375.00 |
| HD | 01/03/2024 | Draft shells for Plaintiff Gunawan's Responses to Defendant's Form Interrogatories- General, Set One. | 1.00 | $250.00 | $250.00 |
| HD | 01/03/2024 | Draft verification for Plaintiff Felix Gunawan re Responses to Defendant's Discovery Request, Set One. | 0.50 | $250.00 | $125.00 |
| HD | 01/03/2024 | Draft Proof of Service re Plaintiff Felix Gunawan's Responses to Defendant's Discovery Requests, Set One. | 0.50 | $250.00 | $125.00 |

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| HD | 01/03/2024 | Draft shells for Plaintiff Fleming's Responses to Defendant's Form Interrogatories- Employment, and Form Interrogatories- General, Set One. | 0.50 | $250.00 | $125.00 |
| HD | 01/03/2024 | Draft shells for Plaintiff Stavrev's Responses to Defendant's Form Interrogatories- Employment and Form Interrogatories- General, Set One. | 0.50 | $250.00 | $125.00 |
| JH | 01/04/2024 | Review/revise draft discovery responses; advise TM | 2.00 | $750.00 | $1,500.00 |
| TM | 01/04/2024 | Drafted Plaintiff Gunawan's responses to Defendant RFP, S ROGS, F ROGS, and RFA; Drafted Plaintiff Fleming's responses to Defendant RFP, S ROGS, F ROGS, and RFA; Drafted Plaintiff Stavrev's responses to Defendant RFP, S ROGS, F ROGS, and RFA. | 5.80 | $450.00 | $2,610.00 |
| HD | 01/04/2024 | Draft verification for Plaintiff Taje Fleming re Responses to Defendant's Discovery Request, Set One. | 0.50 | $250.00 | $125.00 |
| HD | 01/04/2024 | Draft verification for Plaintiff Toma Stavrevg re Responses to Defendant's Discovery Request, Set One. | 0.50 | $250.00 | $125.00 |
| TM | 01/04/2024 | Revised and finalized Plaintiffs' written discovery responses; advised HD re service. | 2.00 | $450.00 | $900.00 |
| HD | 01/04/2024 | Execute and finalize Proof of Service for Plaintiffs' sets of Responses to Defendant's Discovery Request. Coordinate and serve responses via emai/box. | 0.50 | $250.00 | $125.00 |
| TM | 01/05/2024 | Drafted meet and confer letter to Defendant re outstanding discovery responses; revised meet and confer letter to Defendant re discovery. | 1.30 | $450.00 | $585.00 |
| SP | 01/05/2024 | Reviewed case notes, organized class notes and created declaration folder. | 0.50 | $675.00 | $337.50 |
| TM | 01/08/2024 | Email to and from OPC re Defendant's discovery responses. | 0.40 | $450.00 | $180.00 |
| TM | 01/09/2024 | Email to OPC re Defendant's discovery responses. | 0.30 | $450.00 | $135.00 |
| SP | 01/11/2024 | Reviewed rejection notice, drafted, revised and finalized Motion for Dismissal of Class case. Drafted, revised and finalized declaration in support of dismissal. Drafted, revised and finalized the Proposed Order. Sent to Defendant for approval before filing. | 2.90 | $675.00 | $1,957.50 |
| TM | 01/12/2024 | Emails to and from OPC re Defendant's deficient discovery responses and outstanding document production. | 0.50 | $450.00 | $225.00 |

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| TM | 01/16/2024 | Emails to and from OPC meeting and conferring re Defendant's PMK deposition and outstanding discovery. | 0.50 | $450.00 | $225.00 |
| JH | 01/16/2024 | Advise TM re discovery in preparation for meet and confer call | 0.50 | $750.00 | $375.00 |
| HD | 01/16/2024 | Correspondence with Aptus and cancel the court reporter for the notice deposition on 1/25/2024. | 0.20 | $250.00 | $50.00 |
| TM | 01/17/2024 | Planned and prepared for discovery meet and confer call with OPC re Defendant's discovery responses; Meet and Confer call with OPC re Defendant's discovery responses; Email to OPC re meet and confer call. | 1.50 | $450.00 | $675.00 |
| TM | 01/18/2024 | Email to and from OPC re opt out list and discovery responses. | 0.40 | $450.00 | $180.00 |
| SP | 01/18/2024 | Reviewed correspondence. Reviewed, revised, finalized and arranged for filing and service of Motion to Dismiss, Declaration and Proposed Order. | 1.10 | $675.00 | $742.50 |
| TM | 01/19/2024 | Reviewed and analyzed Defendant's CMC statement. | 0.30 | $450.00 | $135.00 |
| JH | 01/19/2024 | Review/analyze Defendant's CMC stmt | 0.30 | $750.00 | $225.00 |
| HD | 01/19/2024 | Execute and finalize Proof of Service. Process and submit Motion to Dismiss to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| TM | 01/22/2024 | Reviewed file and court docket in order to draft Plaintiff's Case Management Conference Statement; Drafted Plaintiff's Case Management Conference Statement. | 0.90 | $450.00 | $405.00 |
| TM | 01/23/2024 | Revised Plaintiff's Case Management Conference Statement per discussion with JH; Advised HD re service and filing of Case Management Conference Statement. | 0.60 | $450.00 | $270.00 |
| HD | 01/23/2024 | Execute and finalize Proof of Service. Process and submit Plaintiffs' Case Management Statement to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| SP | 01/25/2024 | Discussed with TM. Reveiwed correspondence and conducted legal research re: electronic service and discovery deadlines in response to OPC deadline. | 1.80 | $675.00 | $1,215.00 |
| HD | 01/29/2024 | Review Court Case docket regarding the Class matter. Order for Dismissal not yet entered. Obtain and download Order Continuing Case Management. Upload and save tot he file and circulate to Team to advise and calendar | 0.50 | $250.00 | $125.00 |

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| | | accordingly. | | | |
| TM | 01/31/2024 | Reviewed Defendant's Supplemental Discovery Responses; Reviewed Defendant's Set Two Discovery Responses. | 2.50 | $450.00 | $1,125.00 |
| TM | 02/01/2024 | Drafted meet and confer letter to OPC re Defendant's deficient discovery responses. | 1.70 | $450.00 | $765.00 |
| JH | 02/01/2024 | Review/revise draft meet and confer letter to defense counsel re discovery | 0.50 | $750.00 | $375.00 |
| TM | 02/01/2024 | Reviewed Defendant's Document Production; revised meet and confer email to OPC re Defendant's discovery responses. | 1.80 | $450.00 | $810.00 |
| TM | 02/02/2024 | Email to and from OPC re PMK depositions. | 0.40 | $450.00 | $180.00 |
| TM | 02/05/2024 | Email to OPC re Defendant's PMK Deposition Dates. | 0.20 | $450.00 | $90.00 |
| TM | 02/07/2024 | Reviewed Court's notice of time and place of trial and trial related orders. | 0.20 | $450.00 | $90.00 |
| TM | 02/08/2024 | Drafted Notice of non-receipt of opposition to motion for dismissal; Advised HD re service and filing of notice. | 0.90 | $450.00 | $405.00 |
| GG | 02/08/2024 | Review email re notice of nonreceipt of opp. for MTD, file and serve notice. | 0.40 | $250.00 | $100.00 |
| SP | 02/08/2024 | Reviewed docket, case calendar, pleadings and Notice of Non-Opp. Discussed with TM. | 0.90 | $675.00 | $607.50 |
| HD | 02/09/2024 | Contact and coordinate with Veritext to order a copy of the Deposition transcript of Robin Rosales on 01/25/2024. | 0.50 | $250.00 | $125.00 |
| HD | 02/09/2024 | ROA Review and circulate app. information to team for (Class) - Hearing re Motion to Dismiss on 02/16/2024 | 0.20 | $250.00 | $50.00 |
| HD | 02/12/2024 | Correspondence with Veritext re status of Transcript ordered for Witness Robin Rosales. | 0.20 | $250.00 | $50.00 |
| RE | 02/15/2024 | Confer w JH re hearing appearance re motion to dismiss class action; review moving papers; prep for hearing; review tentative; confer w JH re tentative to grant | 1.00 | $675.00 | $675.00 |
| JH | 02/16/2024 | Draft/revise proposed order on MTD | 0.40 | $750.00 | $300.00 |
| HD | 02/21/2024 | Obtain and download Filed Order Granting Plaintiff's Motion to Dismiss Action Without Prejudice. Upload and save to the file accordingly and circulate to team. | 0.30 | $250.00 | $75.00 |
| TM | 02/22/2024 | Reviewed Court's order granting request for | 0.20 | $450.00 | $90.00 |

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| | | dismissal without prejudice. | | | |
| TM | 02/22/2024 | Email to and from OPC re second mediation. | 0.40 | $450.00 | $180.00 |
| TM | 02/26/2024 | Email to OPC re motion to compel deadline. | 0.20 | $450.00 | $90.00 |
| TM | 02/27/2024 | Email to and from OPC re mediation. | 0.40 | $450.00 | $180.00 |
| JH | 03/05/2024 | Review file and status of discovery; discuss with TM re status and MTC filing deadline and advise | 0.40 | $750.00 | $300.00 |
| TM | 03/05/2024 | Reviewed Court order re vacated CMC. | 0.20 | $450.00 | $90.00 |
| SP | 03/06/2024 | Reveiwed calendar, docket and case file for upcoming appearance/deadline. Discussed with team. | 0.20 | $675.00 | $135.00 |
| TM | 03/07/2024 | Email to and from OPC re Plaintiff's MTC deadline. | 0.40 | $450.00 | $180.00 |
| TM | 03/17/2024 | Email to and from client re case status. | 0.40 | $450.00 | $180.00 |
| TM | 03/18/2024 | Email from client re case status. | 0.20 | $450.00 | $90.00 |
| TM | 04/02/2024 | Emails to OPC re Plaintiff's MTC deadline. | 0.40 | $450.00 | $180.00 |
| JH | 04/02/2024 | F/u corresp. with defense counsel and co-counsel re mediation availability | 0.30 | $750.00 | $225.00 |
| JH | 04/16/2024 | Additional corresp. with co-counsel and defense counsel re proposed mediators | 0.30 | $750.00 | $225.00 |
| TM | 04/22/2024 | Reviewed email from Defendant re mediation. | 0.20 | $450.00 | $90.00 |
| TM | 05/01/2024 | Email to OPC re Plaintiff's MTC deadline. | 0.20 | $450.00 | $90.00 |
| TM | 05/02/2024 | Email to and from OPC re MTC deadlines. | 0.40 | $450.00 | $180.00 |
| TM | 05/13/2024 | Emails to and from OPC re Defendant's supplemental discovery responses. | 0.60 | $450.00 | $270.00 |
| SP | 08/12/2024 | Reveiwed correspondence, case notes, pleadings, related cases, JPA and Documents. Drafted, revised and sent Mediation Data Request to Co-Counsel for approval. | 1.40 | $675.00 | $945.00 |
| AB | 09/11/2024 | Draft mediation brief. Analyze new data/claims. | 8.00 | $895.00 | $7,160.00 |
| NDB | 10/02/2024 | Review and analyze case notes and case file. Review discovery and data produced to date. Review Defendant's wage and hour policy documents. Legal research wage and hour claims. Prepare for mediation. | 4.10 | $850.00 | $3,485.00 |
| SB | 10/04/2024 | Speak with client in advance of mediation, analyze claims, advise AJB | 2.60 | $450.00 | $1,170.00 |
| NDB | 10/06/2024 | Review Plaintiffs' individual damages and claims. | 3.20 | $850.00 | $2,720.00 |

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| | | Review and research previous settlements with similar claims and workweeks for mediation valuation. Analyze related litigation. Prepare for mediation. | | | |
| NDB | 10/08/2024 | Review paystubs and time data. Analyze wage statement violations and rounding claims. Legal research. | 2.20 | $850.00 | $1,870.00 |
| NDB | 10/09/2024 | Review and revise mediation brief. Legal research/ | 3.10 | $850.00 | $2,635.00 |
| JH | 10/12/2024 | Review/analyze defendant's mediation doc/data production | 1.00 | $750.00 | $750.00 |
| HD | 10/14/2024 | Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box. | 0.30 | $250.00 | $75.00 |
| AB | 10/15/2024 | Draft mediation brief. | 8.00 | $895.00 | $7,160.00 |
| SB | 10/15/2024 | Calculate individual damages, add those to case notes, advise AJB | 2.80 | $450.00 | $1,260.00 |
| JH | 10/16/2024 | Review mediation damages analysis from experts; discuss with SP; corresp w co-counsel and defense counsel re mediation exhibits | 1.00 | $750.00 | $750.00 |
| SP | 10/16/2024 | Sent correspondence to OPC re format of data and missing documents. Corresponded with expert re: analysis.<br>Reviewed expert analysis. Discussed with AJB. Drafted revised Mediation brief. Incorporated Co-Counsel facts end exhibits. Served Mediator and secretary with brief. | 4.30 | $675.00 | $2,902.50 |
| AB | 10/16/2024 | Finalize and file mediation brief. | 4.00 | $895.00 | $3,580.00 |
| KN | 10/16/2024 | Review mediation documents and exhibit book; review draft mediation brief; analysis of facts and claims; review expert valuation and analyze issues; provide input on strategy | 2.00 | $950.00 | $1,900.00 |
| SB | 10/17/2024 | Prepare for mediation, review and analyze mediation brief, advise AJB | 2.60 | $450.00 | $1,170.00 |
| JH | 10/22/2024 | Review/analyze mediation exposure analysis from expert | 0.70 | $750.00 | $525.00 |
| NDB | 10/22/2024 | Review all mediation materials including briefs and exhibits thereto and expert damage penalty report. Analyze case demographics and release issue. Prepare for mediation. | 1.40 | $850.00 | $1,190.00 |
| AB | 10/23/2024 | Prep and appear for mediation. Review/analyze mediator's proposal. | 18.00 | $895.00 | $16,110.00 |

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| SB | 10/23/2024 | Attend mediation | 8.00 | $450.00 | $3,600.00 |
| JH | 10/24/2024 | Discuss with AJB re mediation; review mediators proposal; advise team | 1.00 | $750.00 | $750.00 |
| AB | 10/24/2024 | Prep and appear for call w/ mediator. Draft MOU. | 3.00 | $895.00 | $2,685.00 |
| KN | 10/24/2024 | Review mediator's proposal;; review draft MOU; advise AJ | 0.75 | $950.00 | $712.50 |
| JH | 10/28/2024 | Review mediator's proposal; discuss settlement and valuation with AJB; review draft MOU | 1.00 | $750.00 | $750.00 |
| SP | 10/28/2024 | Reveiwed mediator's proposal. Discussed with AJB and team. Reviewed Mediation brief, case notes, pleadings and updated file. | 0.90 | $675.00 | $607.50 |
| NB | 10/28/2024 | Review MOU, analyze for approval issues. | 3.00 | $995.00 | $2,985.00 |
| NDB | 11/07/2024 | Review and analyze mediation brief. review mediation notes and results. review Plaintiffs' emails and questions. review and analyze MOU terms. Send MOU to all Plaintiffs. Discuss terms with Plaintiffs and follow up for signatures. | 1.70 | $850.00 | $1,445.00 |
| JH | 11/19/2024 | Review MOU; analyze costs in matter; analyze complaints and procedural postures of other settling matters; discuss with ND; draft longform settlement agreement | 3.00 | $750.00 | $2,250.00 |
| TM | 11/20/2024 | Reviewed file and past correspondence; email to OPC re Plaintiff's MTC deadlines. | 0.30 | $450.00 | $135.00 |
| TM | 11/20/2024 | Email from OPC re MTC deadlines and MOU. | 0.20 | $450.00 | $90.00 |
| TM | 12/18/2024 | Reviewed MOU to determine discovery obligations/deadlines. | 0.40 | $450.00 | $180.00 |
| JH | 12/27/2024 | Review co-counsels revisions to draft agreement; discuss with KN | 0.50 | $750.00 | $375.00 |
| KN | 12/27/2024 | Review draft Agreement; review Def revisions thereto; analysis of settlement issues; advise JH | 1.50 | $950.00 | $1,425.00 |
| JH | 12/30/2024 | Further revise longform agreement; discuss with KN;circulate to defense counsel for review | 0.60 | $750.00 | $450.00 |
| KN | 12/30/2024 | Discuss settlement agreement with JH | 0.30 | $950.00 | $285.00 |
| TM | 01/01/2025 | Review file; drafted Second Amended Class and Representative Action Complaint; discussed with team; Drafted Parties' Joint Stipulation to file FAC. | 2.50 | $450.00 | $1,125.00 |
| JH | 01/03/2025 | Review/revise draft FAC and stip to amend; advise TM | 1.00 | $750.00 | $750.00 |
| TM | 01/05/2025 | Review file; Drafted and revised Declaration of | 2.00 | $450.00 | $900.00 |

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| | | Plaintiff Gunawan in support of Plaintiffs Motion for Preliminary Approval. | | | |
| TM | 01/05/2025 | Review file; Drafted and revised Declaration of Plaintiff Fleming in support of Plaintiffs Motion for Preliminary Approval. | 1.00 | $450.00 | $450.00 |
| TM | 01/05/2025 | Review file; Drafted and revised Declaration of Plaintiff Stavrev in support of Plaintiffs Motion for Preliminary Approval. | 1.00 | $450.00 | $450.00 |
| TM | 01/05/2025 | Review file; Drafted and revised Declaration of Plaintiff Ahmed in support of Plaintiffs Motion for Preliminary Approval. | 1.00 | $450.00 | $450.00 |
| TM | 01/06/2025 | Discussed status of SAC and stip with team; email to co-counsel re SAC. | 0.30 | $450.00 | $135.00 |
| HD | 01/17/2025 | Email correspondence with attorney Herman regarding the status of the matter and the upcoming trial date. | 0.20 | $250.00 | $50.00 |
| TM | 01/27/2025 | Review file; discussed status with team; drafted report to Court re status of settlement | 0.80 | $450.00 | $360.00 |
| JH | 01/29/2025 | Review/analyze Co-Counsel's proposed revisions to stip and SAC; advise TM | 0.50 | $750.00 | $375.00 |
| HD | 02/06/2025 | Receive and review email correspondence from Court Clerk. Prepare Notice of Settlement of Entire Case (Conditional). Discussion with attorney Herman and Puche regarding email from court. | 0.50 | $250.00 | $125.00 |
| HD | 02/06/2025 | Execute and finalize Proof of Service. Process and submit Notice of Conditional Settlement of Entire Action to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| TM | 02/15/2025 | Reviewed Court's notice re trial and related orders. | 0.20 | $450.00 | $90.00 |
| JH | 02/19/2025 | F/u corresp w co-counsel re operative pleading | 0.30 | $750.00 | $225.00 |
| JH | 03/06/2025 | Review draft settlement agreement; prepare for and attend meet and call with defense counsel re same; advise team and co-counsel | 1.00 | $750.00 | $750.00 |
| TM | 03/20/2025 | Email from client re case status. | 0.20 | $450.00 | $90.00 |
| JH | 03/21/2025 | Review file; f/u with defense counsel re agreement | 0.20 | $750.00 | $150.00 |
| JH | 03/31/2025 | F/u with defense counsel re longform; communication with mediator re assistance | 0.30 | $750.00 | $225.00 |
| JH | 04/02/2025 | Discuss agreement and enforceability of MOU with KN; advise TM re Stip and FAC | 0.30 | $750.00 | $225.00 |

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| KN | 04/02/2025 | Analyze settlement issues; advise JH | 0.30 | $950.00 | $285.00 |
| TM | 04/04/2025 | Email to and from client re case status; review file to advise client. | 0.50 | $450.00 | $225.00 |
| JH | 04/04/2025 | F/u with defense counsel re stip an SAC | 0.20 | $750.00 | $150.00 |
| JH | 04/07/2025 | Call with defense counsel re delays in the agreement and stip/SAC | 0.30 | $750.00 | $225.00 |
| TM | 04/08/2025 | Email from OPC re Stipulation and SAC; email to co-counsel re Stipulation and SAC; Finalized Stip and SAC for filing. | 0.60 | $450.00 | $270.00 |
| HD | 04/08/2025 | Edit, execute and finalize Proof of Service. Attach and finalize exhibit to Joint Stipulation. Process and submit Joint Stipulation For Leave to File Plaintiffs' Second Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email. | 0.50 | $250.00 | $125.00 |
| JH | 04/11/2025 | F/u w defense counsel re longform agreement | 0.20 | $750.00 | $150.00 |
| TM | 04/21/2025 | Email from co-counsel re SAC; reviewed file and court docket; discussed with team status of amended complaint. | 0.40 | $450.00 | $180.00 |
| JH | 04/21/2025 | Review court docket; advise all counsel re stip to file FAC; additional corresp re longform | 0.30 | $750.00 | $225.00 |
| JH | 05/08/2025 | Corresp from defense counsel re delays in longform | 0.20 | $750.00 | $150.00 |
| HD | 05/08/2025 | Discussion with attorney Herman re Stipulation and Dismissal hearing set. Email correspondence sent to CMC division and voice mail left for Law and Motion department re status of Stipulation. | 0.50 | $250.00 | $125.00 |
| JH | 05/09/2025 | Review/analyze Defendant's proposed revisions to longform agreement; discuss with KN; circulate further revisions to co-counsel | 0.80 | $750.00 | $600.00 |
| JH | 05/12/2025 | Review class count from defendant; request admin bids from potential settlement administrators | 0.20 | $750.00 | $150.00 |
| JH | 05/28/2025 | Discuss with NBB re status of settlement; advise | 0.30 | $750.00 | $225.00 |
| JH | 06/04/2025 | Call with co-counsel re longform agreement | 0.40 | $750.00 | $300.00 |
| SP | 06/04/2025 | Discussed case and next steps with clients. sent follow up email. | 0.50 | $675.00 | $337.50 |
| TM | 06/06/2025 | Reviewed and analyzed Defendant's objections to NOD of PMK. | 0.40 | $450.00 | $180.00 |
| JH | 06/11/2025 | Call with mediator re issues with settlement agreement | 0.40 | $750.00 | $300.00 |

| | | | | | |
|---|---|---|---|---|---|
| JH | 06/16/2025 | Call with mediator, co-counsel, and defense counsel re longform agreement language; advise KN and NBB | 0.60 | $750.00 | $450.00 |
| KN | 06/16/2025 | Review settlement status and issues; review Admin bids; discuss with JH | 0.50 | $950.00 | $475.00 |
| TM | 06/19/2025 | Email from co-counsel re NOA; revised and finalized NOA; advised HD re filing. | 0.50 | $450.00 | $225.00 |
| HD | 06/19/2025 | Edit, execute and finalize Proof of Service. Process and submit Notice of Association of Counsel to Court for filing and serve via email. | 0.50 | $250.00 | $125.00 |
| JH | 06/20/2025 | F/u corresp w defense counsel re agreement revisions. | 0.20 | $750.00 | $150.00 |
| HD | 06/23/2025 | Review ROA and One Legal and obtain the status of the Notice of Association of Counsel. Email correspondence to and from Co-Counsel for Plaintiff. | 0.20 | $250.00 | $50.00 |
| JH | 06/24/2025 | Review/analyze Defendant's further revisions to longform; discuss with KN | 0.50 | $750.00 | $375.00 |
| HD | 06/30/2025 | Obtain, download and circulate filed Notice of Association. Send filed copy to Co-Counsel via email. | 0.20 | $250.00 | $50.00 |
| KN | 07/01/2025 | Review emails and status; review further revisions to the draft Agreement; analysis of issue; advise staff as to next steps | 0.50 | $950.00 | $475.00 |
| JH | 07/01/2025 | Discuss with co-counsel and KN re defendant's revisions to agreement | 0.40 | $750.00 | $300.00 |
| JH | 07/11/2025 | Discuss agreement with co-counsel; circulate revised draft to defense counsel; advise KN | 0.70 | $750.00 | $525.00 |
| KN | 07/11/2025 | Review revised draft of Agreement; review emails; discuss with JH | 0.50 | $950.00 | $475.00 |
| TM | 07/15/2025 | Reviewed and analyzed Co-counsel's ex parte application re SAC. | 0.40 | $450.00 | $180.00 |
| KN | 07/15/2025 | Review final draft of Agreement; work on exhibits | 1.50 | $950.00 | $1,425.00 |
| JH | 07/18/2025 | Review co-counsel's additional revisions to agreement; discuss with KN | 1.50 | $750.00 | $1,125.00 |
| KN | 07/29/2025 | Review potential revisions; analysis of issues; memo to JH as to revisions | 2.50 | $950.00 | $2,375.00 |
| JH | 07/29/2025 | Further discuss co-counsel's proposed revisions with KN; apply appropriate revisions and circulate to defendant for review; discuss with co-counsel | 1.00 | $750.00 | $750.00 |
| TM | 08/01/2025 | Email from OPC re revisions to Settlement | 0.40 | $450.00 | $180.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Agreement; reviewed Defendant's revisions to Settlement Agreement. | | | |
| JH | 08/01/2025 | Review defendant's further revisions to agreement; discuss with KN and co-counsel; f/u re motion for leave to amend | 0.70 | $750.00 | $525.00 |
| KN | 08/01/2025 | Review agreement and final revisions thereto; advise JH | 0.50 | $950.00 | $475.00 |
| NDB | 08/06/2025 | Review settlement agreement for conformity with MOU terms. review case file and court docket. Explain terms to Plaintiffs, follow up for signatures. | 1.20 | $850.00 | $1,020.00 |
| TM | 08/07/2025 | Reviewed Clients list of questions re settlement agreement. | 0.30 | $450.00 | $135.00 |
| JH | 08/08/2025 | Corresp w defense counsel and co-counsel re Mtn for leave to amend; corresp w client re longform agreement | 0.40 | $750.00 | $300.00 |
| JH | 08/11/2025 | Corresp w co-counsel re status of execution of agreement | 0.20 | $750.00 | $150.00 |
| JH | 08/20/2025 | Advise NBB re status of settlement process | 0.20 | $750.00 | $150.00 |
| JH | 08/22/2025 | Review/revise Mtn for Leave to Amend | 0.40 | $750.00 | $300.00 |
| JH | 09/05/2025 | Review/analyze draft exhibits to the agreement | 0.30 | $750.00 | $225.00 |
| KN | 09/05/2025 | Draft exhibits to Agreement; revise exhibits; email Defendant | 3.50 | $950.00 | $3,325.00 |
| TM | 09/16/2025 | Reviewed proposed order re motion for leave to file SAC; email from co-counsel re appearance at motion to leave hearing. | 0.40 | $450.00 | $180.00 |
| JH | 09/16/2025 | Review/analyze tentative on Mtn for Leave to amend; discuss with co-counsel | 0.30 | $750.00 | $225.00 |
| HD | 09/16/2025 | Review and obtain tentative ruling on Motion for Leave to File SAC. Forward to attorney Herman. | 0.20 | $250.00 | $50.00 |
| TM | 09/24/2025 | Review file; discussed case status with team; drafted Plaintiffs' OSC Statement re dismissal; | 1.00 | $450.00 | $450.00 |
| JH | 09/24/2025 | Review/revise OSC Stmt; advise TM | 0.30 | $750.00 | $225.00 |
| TM | 09/25/2025 | Email to and from co-counsel re OSC statement; reviewed co-counsel's revisions to OSC statement and revised statement; finalized and signed statement and advised HD re filing. | 0.80 | $450.00 | $360.00 |
| KN | 10/22/2025 | Review status; memo to staff; email Defendant; work on approval outline; research issues for motion | 1.00 | $950.00 | $950.00 |

| | | | | | |
|---|---|---|---|---|---|
| KN | 10/23/2025 | Draft motion for preliminary approval; analysis of Kullar issues; update approval outline; email draft motion to Defendant; memo to Admin | 4.50 | $950.00 | $4,275.00 |
| JH | 10/23/2025 | Review/analyze MPA draft | 0.40 | $750.00 | $300.00 |
| KN | 11/05/2025 | Review email and declarations from co-counsel; respond to questions; memo to Admin; review Admin draft declaration | 0.50 | $950.00 | $475.00 |
| TM | 11/06/2025 | Discussed completed client declarations with team; reviewed client declarations; telephone call to clients re execution of declarations ISO MPA. | 0.40 | $450.00 | $180.00 |
| TM | 11/06/2025 | Email to and from client re declaration ISO MPA; telephone call with client re declaration. | 0.50 | $450.00 | $225.00 |
| KN | 11/10/2025 | Draft Declaration ISO motion; research issue; memo to staff; review co-counsel declaration and email reading issue to correct; emails with Defendant | 4.00 | $950.00 | $3,800.00 |
| KN | 11/11/2025 | Review status; prepare final exhibits; prepare signed Agreement with exhibits; review emails from Defendant | 0.75 | $950.00 | $712.50 |
| KN | 11/11/2025 | Review and revise motion for preliminary approval; finalize motion documents; serve LWDA; file and serve motion. | 2.00 | $950.00 | $1,900.00 |
| JH | 11/12/2025 | Review/analyze dart MPA; discuss with KN | 0.60 | $750.00 | $450.00 |
| KN | 11/17/2025 | Review transaction receipt and rejection notice; correct documents; re-file documents; email counsel | 0.60 | $950.00 | $570.00 |
| TM | 12/15/2025 | Reviewed and analyzed Court's tentative ruling re MPA. | 0.30 | $450.00 | $135.00 |
| KN | 12/16/2025 | Review tentative; analysis of issues; emails with counsel; draft proposed order and submit to Court | 1.00 | $950.00 | $950.00 |
| SP | 12/17/2025 | Reviewed and analyzed tentative ruling and correspondence. Sent response to Clients. | 0.40 | $675.00 | $270.00 |
| KN | 02/06/2026 | Work on supplemental issues; email to Defendant; memo to Admin; analysis of remaining issues | 1.50 | $950.00 | $1,425.00 |
| KN | 02/16/2026 | Work on supplemental briefing; legal research; review and prepare supplemental Admin declaration; revise proposed order; email drafts to the Defendant | 4.00 | $950.00 | $3,800.00 |
| JH | 02/16/2026 | Review draft suppl. briefing on preliminary approval | 0.40 | $750.00 | $300.00 |
| KN | 02/17/2026 | Work on supplemental briefing; draft | 3.50 | $950.00 | $3,325.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | supplemental declaration; revise and finalize documents; file and serve supplemental documents;; serve LWDA | | | |
| TM | 03/03/2026 | Reviewed Court's tentative ruling re MPA | 0.20 | $450.00 | $90.00 |
| JH | 03/03/2026 | Review tentative ruling on MPA | 0.20 | $750.00 | $150.00 |
| KN | 03/03/2026 | Review status; review tentative ruling; email counsel; memo to staff | 0.30 | $950.00 | $285.00 |
| JH | 03/17/2026 | Review/analyze tentative ruling on MPA; discuss with KN | 0.30 | $750.00 | $225.00 |
| KN | 03/17/2026 | Review tentative ruling and analysis of issues; review submitted documents; draft proposed order; email counsel; email Court | 1.00 | $950.00 | $950.00 |
| TM | 03/17/2026 | Reviewed Court's tentative order re MPA. | 0.30 | $450.00 | $135.00 |
| TM | 03/20/2026 | Reviewed TPA's admin timeline. | 0.20 | $450.00 | $90.00 |
| SP | 03/25/2026 | Reviewed and analyzed correspondence from Co-Counsel. Discussed with team, reviewed file and responded to OPC. | 0.30 | $675.00 | $202.50 |
| TM | 03/30/2026 | Review file and court docket; drafted Plaintiff's OSC statement; discussed with team; advised HD re filing/service. | 1.20 | $450.00 | $540.00 |
| JH | 03/30/2026 | Review/revised draft OSC stmt; advise TM | 0.20 | $750.00 | $150.00 |
| TM | 04/10/2026 | Planned and prepared for upcoming OSC. | 0.50 | $450.00 | $225.00 |
| JH | 05/07/2026 | Review preliminary numbers and calculatons from admin; cross-reference agreement | 0.30 | $750.00 | $225.00 |
| TM | 05/07/2026 | Reviewed TPA's prelim calculations and class notice. | 0.40 | $450.00 | $180.00 |
| KN | 05/12/2026 | Review Admin email; review formatted class notice; review spreadsheet and double check calculations | 0.50 | $950.00 | $475.00 |
| TM | 05/12/2026 | Reviewed TPA's class notice and preliminary calculations. | 0.20 | $450.00 | $90.00 |
| KN | 06/06/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| TM | 06/08/2026 | Reviewed TPA's settlement report. | 0.20 | $450.00 | $90.00 |
| KN | 06/13/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| KN | 06/20/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| TM | 06/22/2026 | Email from TPA" review TPA's status report re notice. | 0.20 | $450.00 | $90.00 |

| | | | | | |
|---|---|---|---|---|---|
| KN | 07/06/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| TM | 07/11/2026 | Reviewed TPA's settlement status report. | 0.20 | $450.00 | $90.00 |
| KN | 07/14/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| TM | 07/15/2026 | Reviewed TPA's settlement report. | 0.20 | $450.00 | $90.00 |
| TM | 07/28/2026 | Reviewed TPA's status report re settlement. | 0.20 | $450.00 | $90.00 |
| KN | 07/28/2026 | Review Admin email; review weekly report | 0.20 | $950.00 | $190.00 |
| JH | 09/02/2026 | Review/analyze draft declaration | 0.40 | $750.00 | $300.00 |
| JH | 09/25/2026 | Review MPA Order; assess procedural posture; analyze admin decl and attorney time/costs; draft MFA/Fee Motion notice and memorandum; circulate to KN for review; corresp with co-cousnel re supporting declarations | 3.40 | $750.00 | $2,550.00 |
| KN | 10/01/2026 | Review and revise draft motion; memo to staff; emails with co-counsel and review co-counsel draft declaration; update draft motion; review and redline proposed order; review and redline draft Admin declaration; email Admin; email Def with draft motion | 3.30 | $950.00 | $3,135.00 |
| JH | 10/02/2026 | Review KN revisions to MFA/Fee Motion; analyze updated admin decl. and attorney time and costs; draft supprting declaration; advise team | 1.80 | $750.00 | $1,350.00 |
| KN | 10/07/2026 | Review and revise draft Declaration; emails with Staff; review billing for accuracy; fix issue; emails with co-counsel | 1.50 | $950.00 | $1,425.00 |
| HD | 10/07/2026 | Edit/Update Table of Contents and Table of Authorities for Plaintiff's Motion for Final Approval. | 0.50 | $250.00 | $125.00 |
| KN | 10/07/2026 | Work on motion for final approval; insert cites; review final co-counsel decl; revise and finalize motion; file and serve motion; serve LWDA | 3.00 | $950.00 | $2,850.00 |
| | | | **Quantity Subtotal** | | **456.2** |
| | | | **Services Subtotal** | | **$303,990.00** |

## Expenses

| Type | Date | Notes | Quantity | Rate | Total |
|---|---|---|---|---|---|
| Expense | 06/17/2022 | Filing Fee/OneLegal Fee | 1.00 | $82.62 | $82.62 |
| Expense | 06/21/2022 | Filing Fee/OneLegal Fee | 1.00 | $12.87 | $12.87 |
| Expense | 06/30/2022 | Knox | 1.00 | $139.95 | $139.95 |
| Expense | 11/30/2022 | Mediation Fees - Dickstein | 1.00 | $14,700.00 | $14,700.00 |

| | | | | | |
|---|---|---|---|---|---|
| Expense | 03/28/2023 | One Legal Invoice No. 04862107 | 1.00 | $13.33 | $13.33 |
| Expense | 04/28/2023 | One Legal Invoice No. 04948368 | 1.00 | $13.33 | $13.33 |
| Expense | 05/23/2023 | Onelegal/Court Filing Fee | 1.00 | $1,490.66 | $1,490.66 |
| Expense | 06/22/2023 | Berger Consulting Fees | 1.00 | $8,550.00 | $8,550.00 |
| Expense | 06/30/2023 | One Legal Invoice No. 05110846 | 1.00 | $13.33 | $13.33 |
| Expense | 07/07/2023 | Onelegal/Court Fee | 1.00 | $83.13 | $83.13 |
| Expense | 07/11/2023 | Onelegal/Court Fee | 1.00 | $13.33 | $13.33 |
| Expense | 09/01/2023 | One Legal Invoice No. 05284104 | 1.00 | $13.33 | $13.33 |
| Expense | 09/05/2023 | One Legal Invoice No. 05288807 | 1.00 | $13.33 | $13.33 |
| Expense | 09/13/2023 | filing via One Legal | 1.00 | $87.51 | $87.51 |
| Expense | 10/03/2023 | One Legal Invoice No. 05372024 | 1.00 | $77.21 | $77.21 |
| Expense | 10/05/2023 | One Legal Invoice No. 05380411 | 1.00 | $33.92 | $33.92 |
| Expense | 10/06/2023 | One Legal Invoice No. 05382193 | 1.00 | $13.33 | $13.33 |
| Expense | 10/19/2023 | One Legal Invoice no. 05419465 | 1.00 | $33.92 | $33.92 |
| Expense | 10/28/2023 | One Legal Invoice No. 05447314 | 1.00 | $87.51 | $87.51 |
| Expense | 11/03/2023 | One Legal Invoice No. 05465917 | 1.00 | $13.33 | $13.33 |
| Expense | 11/07/2023 | One Legal Invoice No. 05473523 | 1.00 | $33.92 | $33.92 |
| Expense | 11/20/2023 | One Legal Invoice No. 05507931 | 1.00 | $13.33 | $13.33 |
| Expense | 11/29/2023 | One Legal Invoice No. 05485086 | 1.00 | $13.33 | $13.33 |
| Expense | 12/11/2023 | One Legal Invoice No. 05561160 | 1.00 | $13.33 | $13.33 |
| Expense | 12/11/2023 | One Legal Invoice No. 05565405 | 1.00 | $77.21 | $77.21 |
| Expense | 01/04/2024 | One Legal Invoice No. 05621131 | 1.00 | $19.22 | $19.22 |
| Expense | 01/26/2024 | One Legal Invoice No. 05681772 | 1.00 | $77.16 | $77.16 |
| Expense | 01/26/2024 | One Legal Invoice No. 05682021 | 1.00 | $77.16 | $77.16 |
| Expense | 01/31/2024 | One Legal Invoice No. 05692530 | 1.00 | $77.21 | $77.21 |
| Expense | 01/31/2024 | One Legal Invoice No. 05692535 | 1.00 | $87.51 | $87.51 |
| Expense | 02/14/2024 | One Legal Invoice No. 05733416 | 1.00 | $15.39 | $15.39 |
| Expense | 02/19/2024 | Claims Administrator Fees - CPT Group. | 1.00 | $2,118.67 | $2,118.67 |
| Expense | 05/14/2024 | Mediation Fees - Paul Hastings | 1.00 | $10,800.00 | $10,800.00 |
| Expense | 10/24/2024 | Berger Consulting Group. | 1.00 | $9,555.00 | $9,555.00 |

| | | | | | |
|---|---|---|---|---|---|
| Expense | 02/07/2025 | One Legal/Court Fees | 1.00 | $87.76 | $87.76 |
| Expense | 02/07/2025 | One Legal/Court Fees | 1.00 | $21.42 | $21.42 |
| Expense | 04/09/2025 | One Legal/Court Fees | 1.00 | $98.09 | $98.09 |
| Expense | 04/23/2025 | One Legal/Court Fees | 1.00 | $21.42 | $21.42 |
| Expense | 05/23/2025 | One Legal/Court Fees | 1.00 | $43.11 | $43.11 |
| Expense | 05/29/2025 | One Legal/Court Fees | 1.00 | $98.09 | $98.09 |
| Expense | 06/25/2025 | Mediation Fees - Paul Grossman | 1.00 | $776.00 | $776.00 |
| Expense | 06/30/2025 | One Legal/Court Fees | 1.00 | $21.42 | $21.42 |
| Expense | 07/04/2025 | FedEx | 1.00 | $27.37 | $27.37 |
| Expense | 10/08/2025 | One Legal/Court Fees | 1.00 | $21.42 | $21.42 |
| Expense | 12/01/2025 | File and Serve Xpress - Motion Filing | 1.00 | $147.86 | $147.86 |
| Expense | 03/02/2026 | File & ServeXpress | 1.00 | $56.21 | $56.21 |
| Expense | 04/03/2026 | One Legal/Court Fees | 1.00 | $22.51 | $22.51 |
| Expense | 10/07/2026 | file and serve express charge - motion fee - motion for final approval | 1.00 | $147.86 | $147.86 |
| | | | | **Expenses Subtotal** | **$50,054.92** |

| Time Keeper | Quantity | Rate | Total |
|---|---|---|---|
| AJ Bhowmik | 63.0 | $895.00 | $56,385.00 |
| Norm Blumenthal | 7.0 | $995.00 | $6,965.00 |
| Scott Blumenthal | 32.4 | $450.00 | $14,580.00 |
| Nicholas De Blouw | 16.9 | $850.00 | $14,365.00 |
| Ricardo Ehmann | 10.3 | $675.00 | $6,952.50 |
| Jeffrey Herman | 96.7 | $750.00 | $72,525.00 |
| Trevor Moran | 90.4 | $450.00 | $40,680.00 |
| Kyle Nordrehaug | 51.5 | $950.00 | $48,925.00 |
| Sergio Puche | 48.5 | $675.00 | $32,737.50 |
| Heather Drosi | 39.1 | $250.00 | $9,775.00 |
| Gerardo Galaviz | 0.4 | $250.00 | $100.00 |
| | | **Quantity Total** | **456.2** |
| | | **Subtotal** | **$354,044.92** |

| | |
|---|---|
| **Total** | **$354,044.92** |

# Detailed Statement of Account

## Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---|---|---|---|---|
| 1 | 11/06/2026 | $354,044.92 | $0.00 | $354,044.92 |
| | | | **Outstanding Balance** | **$354,044.92** |
| | | | **Total Amount Outstanding** | **$354,044.92** |

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

**EXHIBIT #5**

# LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

| | | | Years Out of Law School * | | | | |
|---|---|---|---|---|---|---|---|
| Year | Adjustmt Factor** | Paralegal/ Law Clerk | 1-3 | 4-7 | 8-10 | 11-19 | 20 + |
| 6/01/24- 5/31/25 | 1.080182 | $258 | $473 | $581 | $839 | $948 | $1141 |
| 6/01/23- 5/31/24 | 1.059295 | $239 | $437 | $538 | $777 | $878 | $1057 |
| 6/01/22- 5/31/23 | 1.085091 | $225 | $413 | $508 | $733 | $829 | $997 |
| 6/01/21- 5/31/22 | 1.006053 | $208 | $381 | $468 | $676 | $764 | $919 |
| 6/01/20- 5/31/21 | 1.015894 | $206 | $378 | $465 | $672 | $759 | $914 |
| 6/01/19- 5/31/20 | 1.0049 | $203 | $372 | $458 | $661 | $747 | $899 |
| 6/01/18- 5/31/19 | 1.0350 | $202 | $371 | $455 | $658 | $742 | $894 |
| 6/01/17- 5/31/18 | 1.0463 | $196 | $359 | $440 | $636 | $717 | $864 |
| 6/01/16- 5/31/17 | 1.0369 | $187 | $343 | $421 | $608 | $685 | $826 |
| 6/01/15- 5/31/16 | 1.0089 | $180 | $331 | $406 | $586 | $661 | $796 |
| 6/01/14- 5/31/15 | 1.0235 | $179 | $328 | $402 | $581 | $655 | $789 |
| 6/01/13- 5/31/14 | 1.0244 | $175 | $320 | $393 | $567 | $640 | $771 |
| 6/01/12- 5/31/13 | 1.0258 | $170 | $312 | $383 | $554 | $625 | $753 |
| 6/01/11- 5/31/12 | 1.0352 | $166 | $305 | $374 | $540 | $609 | $734 |
| 6/01/10- 5/31/11 | 1.0337 | $161 | $294 | $361 | $522 | $589 | $709 |
| 6/01/09- 5/31/10 | 1.0220 | $155 | $285 | $349 | $505 | $569 | $686 |
| 6/01/08- 5/31/09 | 1.0399 | $152 | $279 | $342 | $494 | $557 | $671 |
| 6/01/07-5/31/08 | 1.0516 | $146 | $268 | $329 | $475 | $536 | $645 |
| 6/01/06-5/31/07 | 1.0256 | $139 | $255 | $313 | $452 | $509 | $614 |
| 6/1/05-5/31/06 | 1.0427 | $136 | $249 | $305 | $441 | $497 | $598 |
| 6/1/04-5/31/05 | 1.0455 | $130 | $239 | $293 | $423 | $476 | $574 |
| 6/1/03-6/1/04 | 1.0507 | $124 | $228 | $280 | $405 | $456 | $549 |
| 6/1/02-5/31/03 | 1.0727 | $118 | $217 | $267 | $385 | $434 | $522 |
| 6/1/01-5/31/02 | 1.0407 | $110 | $203 | $249 | $359 | $404 | $487 |
| 6/1/00-5/31/01 | 1.0529 | $106 | $195 | $239 | $345 | $388 | $468 |
| 6/1/99-5/31/00 | 1.0491 | $101 | $185 | $227 | $328 | $369 | $444 |
| 6/1/98-5/31/99 | 1.0439 | $96 | $176 | $216 | $312 | $352 | $424 |
| 6/1/97-5/31/98 | 1.0419 | $92 | $169 | $207 | $299 | $337 | $406 |
| 6/1/96-5/31/97 | 1.0396 | $88 | $162 | $198 | $287 | $323 | $389 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6/1/95-5/31/96 | 1.032 | $85 | $155 | $191 | $276 | $311 | $375 |
| 6/1/94-5/31/95 | 1.0237 | $82 | $151 | $185 | $267 | $301 | $363 |

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**EXHIBIT #6**

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Jeffrey S. Herman (SBN 280058)
Sergio J. Puche (SBN 289437)
Trevor G. Moran (SBN 330394)
2255 Calle Clara
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Telephone: (858) 551-1223
Facsimile: (858) 551-1232

*Attorneys for* Plaintiffs

**SUPERIOR COURT FOR 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,

vs.

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

Defendants.

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

**DECLARATION OF FELIX GUNAWAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

Hearing Date: December 16, 2025
Hearing Time: 9:00 a.m.

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

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

I, Felix Gunawan, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a class representative service payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. I worked for the defendant Transdev Alternative Services, Inc. ("Transdev") in California from March of 2020 to December of 2021, and during that time period I was classified by Transdev as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. Specifically, I was forced to work off the clock, as I was required to submit to COVID-19 temperature checks prior to clocking in. I was also forced to service the work vehicles while clocked out, and trainings were regularly conducted either prior to clocking in or after clocking out for the day. I rarely received compliant meal and rest breaks which were often late, interrupted, or missed completely.

6. I spoke to my attorneys several times and discussed how Transdev implemented its company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that Transdev had the right to take my deposition, and that the preparation and deposition itself could take multiple days. Although my deposition was not taken,

I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Transdev in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Transdev to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on October 23, 2024, with Paul Grossman, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of

Understanding and when the final settlement agreement was ready, I reviewed it closely and signed it.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Transdev. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Transdev costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for $15,000 as a class representative service payment is fair and reasonable.

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/ / /

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

Executed on 11/06/2025 (date), at San Francisco, CA (city, state).

Felix Gunawan

Felix Gunawan

**EXHIBIT #7**

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Jeffrey S. Herman (SBN 280058)
Sergio J. Puche (SBN 289437)
Trevor G. Moran (SBN 330394)
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Telephone: (858) 551-1223
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*Attorneys for* Plaintiffs

**SUPERIOR COURT FOR 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,

vs.

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

Defendants.

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

**DECLARATION OF TAJE FLEMING IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

Hearing Date: December 16, 2025
Hearing Time: 9:00 a.m.

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

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

I, Taje Fleming, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a class representative service payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. I worked for the defendant Transdev Alternative Services, Inc. ("Transdev") in California from August of 2021 to December of 2021, and during that time period I was classified by Transdev as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. For example, I was forced to work off the clock, as I was required to submit to COVID-19 temperature checks prior to clocking in. I was also forced to service the work vehicles while clocked out, and trainings were regularly conducted either prior to clocking in or after clocking out for the day. I rarely received compliant meal and rest breaks which were often late, interrupted, or missed completely. Further, I was not reimbursed for the use of my personal cell phone and personal computer which were essential tools necessary to perform my job duties.

6. I spoke to my attorneys several times and discussed how Transdev implemented its company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that Transdev had the right to take my deposition, and

that the preparation and deposition itself could take multiple days. Although my deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Transdev in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Transdev to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on October 23, 2024, with Paul Grossman, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe

a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding and when the final settlement agreement was ready, I reviewed it closely and signed it.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Transdev. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Transdev costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for $15,000 as a class representative service payment is fair and reasonable.

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

Executed on 11/05/2025 (date), at American Canyon, California (city, state).

Taje Fleming (Nov 5, 2025 11:34:48 PST)

Taje Fleming

**EXHIBIT #8**

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Jeffrey S. Herman (SBN 280058)
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*Attorneys for* Plaintiffs

**SUPERIOR COURT FOR 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,

vs.

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

Defendants.

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

**DECLARATION OF TOMA STAVREV IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

Hearing Date: December 16, 2025
Hearing Time: 9:00 a.m.

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

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

I, Toma Stavrev, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a class representative service payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. I worked for the defendant Transdev Alternative Services, Inc. ("Transdev") in California from August of 2021 to January of 2022, and during that time period I was classified by Transdev as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. For example, I was forced to work off the clock, as I was required to submit to COVID-19 temperature checks prior to clocking in. I was also forced to service the work vehicles while clocked out, and trainings were regularly conducted either prior to clocking in or after clocking out for the day. I rarely received compliant meal and rest breaks which were often late, interrupted, or missed completely. Further, I was not reimbursed for the use of my personal cell phone and personal computer which were essential tools necessary to perform my job duties.

6. I spoke to my attorneys several times and discussed how Transdev implemented its company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that Transdev had the right to take my deposition, and

that the preparation and deposition itself could take multiple days. Although my deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Transdev in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Transdev to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on October 23, 2024, with Paul Grossman, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe

a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding and when the final settlement agreement was ready, I reviewed it closely and signed it.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Transdev. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Transdev costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for $15,000 as a class representative service payment is fair and reasonable.

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/ / /

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

Executed on 11/07/2025 (date), at San Francisco, California (city, state).

Toma Stavrev (Nov 7, 2025 00:28:51 PST)

Toma Stavrev

**EXHIBIT #9**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
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Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Ani Menedjian (SBN 360616)
**LAWYERS for JUSTICE, PC**
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT FOR 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,

vs.

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

Defendants.

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

**DECLARATION OF SAIF AHMED IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

Hearing Date: December 16, 2025
Hearing Time: 9:00 a.m.

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

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

I, Saif Ahmed, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a class representative service payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. I worked for the defendant Transdev Alternative Services, Inc. ("Transdev") in California from March of 2020 to January of 2021, and during that time period I was classified by Transdev as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. For example, I was forced to work off the clock, as I was required to submit to COVID-19 temperature checks prior to clocking in. I was also forced to service the work vehicles while clocked out, and trainings were regularly conducted either prior to clocking in or after clocking out for the day. I rarely received compliant meal and rest breaks which were often late, interrupted, or missed completely. Further, I was not reimbursed for the use of my personal cell phone and personal computer which were essential tools necessary to perform my job duties.

6. I spoke to my attorneys several times and discussed how Transdev implemented its company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that Transdev had the right to take my deposition, and

that the preparation and deposition itself could take multiple days. Although my deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Transdev in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Transdev to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on October 23, 2024, with Paul Grossman, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe

a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding and when the final settlement agreement was ready, I reviewed it closely and signed it.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Transdev. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Transdev costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for $15,000 as a class representative service payment is fair and reasonable.

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/ / /

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

Executed on 11/06/2025 (date), at San Marcos, TX (city, state).

Saif Ahmed
Saif Ahmed (Nov 6, 2025 11:51:49 CST)

Saif Ahmed

**EXHIBIT #10**

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Maria Halwadjian (SBN 358015)
**LAWYERS *for* JUSTICE, PC**
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

*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.

TRANSDEV 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 IRWANDIE TIO IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

| | |
|---|---|
| Date: | November 2, 2026 |
| Time: | 9:00 a.m. |
| Department: | 302 |
| Complaint Filed: | April 3, 2024 |
| FAC Filed: | July 14, 2025 |
| SAC Filed: | September 19, 2025 |
| Trial Date: | Not Set |

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

# DECLARATION OF IRWANDIE TIO

I, Irwandie Tio, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the putative class action entitled *Irwandie Tio v. Transdev Alternatives Services, Inc.*, Santa Clara County Superior Court, Case No. 22CV400827 (the "*Tio* Class Action"), filed on July 19, 2022 in Santa Clara Superior Court, and representative action entitled *Irwandie Tio v. Transdev Alternatives Services, Inc.*, Santa Clara County Superior Court, Case No. 22CV400828 (the "*Tio* PAGA Action"), filed on July 19, 2022 in Santa Clara Superior Court (collectively, the "*Tio* Actions"), which claims and Parties were included in the Second Amended Complaint filed in the above-captioned action. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Transdev Alternative Services, Inc. ("Defendant") from approximately February 2021 to approximately October 2021 as an hourly-paid, non-exempt employee. I decided to seek legal advice about my work experiences with Defendant and about pursuing my grievances. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendant was held accountable for not properly compensating its employees for all hours worked, non-compliant meal and rest breaks, and failure to reimburse expenses. I consulted with the attorneys and staff at Lawyers *for* Justice, PC discussing my situation, complex wage-and-hour class actions and representative actions under the Private Attorneys General Act ("PAGA") in general, and what it meant to be a named plaintiff, class representative, and a PAGA representative. Prior to commencing the *Tio* Actions, I was informed of and came to understand what my duties and responsibilities would be as a plaintiff, a PAGA representative, and also, if class certification were to be obtained and if I were to be appointed as a representative of the class, what my duties and responsibilities would be in that event.

3. Throughout the *Tio* Actions, I have spent time speaking with my attorneys regarding the cases and fulfilling my responsibilities as a class representative and PAGA representative, which included gathering documents concerning my employment with Defendant, reviewing documents with my attorneys, answering questions, providing guidance regarding the

duties of other hourly-paid non-exempt employees, and helping develop a strategy as to what documents and information to obtain from Defendant. I routinely checked in with my attorneys and their staff to make sure that they had all of my most current information and any additional information that I had obtained.

4. Throughout this matter, I was available to answer any questions my attorneys had, and available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information and identified as many documents as I could. I spent time speaking with my attorneys about the cases, identifying potential witnesses, providing my attorneys with documents and information concerning the *Tio* Actions, and also describing policies, practices, and procedures of Defendant.

5. As far as the settlement is concerned, I was available to review documents and answer any questions my attorneys had. I reviewed the Memorandum of Understanding and the Settlement Agreement and discussed the questions I had regarding the potential settlement with my attorneys before signing the settlement papers.

6. I understand that a settlement has been reached in my case and what my duties and responsibilities are as a class and PAGA representative. For example, I am aware that if the settlement is granted preliminary approval, the Court will certify a class for settlement purposes, and likely appoint me as the representative of the class and my attorneys as counsel for the class. I also understand that my duties will include checking in on, monitoring, and conferring with my attorneys to facilitate the notice and settlement administration process, and to provide information that the Court needs in order to assess whether the settlement is fair, reasonable, and adequate. Further, if any individuals who are potential class members contact me, I will take steps to have them referred to the Court-appointed settlement administrator so that these individuals may receive the necessary information and notice they may be eligible to receive in connection with the settlement and contemplated final approval hearing.

7. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent the class and pursue relief on behalf of other class members and the State of California with respect to aggrieved employees. I have volunteered to

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Glendale, California 91203

represent and champion the interests of many other people with similar claims and injuries because of the importance of the cases and the necessity that all class members and aggrieved employees benefit from the lawsuit equally. I understand that as a proposed class representative, and if formally appointed as a class representative, I have and continue to represent the interests of all members of the class in litigation to recover relief for the class. As an hourly-paid non-exempt employee of Defendant who was subject to the same policies, practices, and procedures as the other members of the class, I have claims that are typical of those of the class. I consider the interests of the class just as I would consider my own interests. I understand that I may need to put the interests of the class before my own interests, although I have no reason to believe that my interests are in conflict with the interests of the class. I understand that any resolution of the lawsuit is subject to court approval and must be in the best interest of the class as a whole. I have participated, and continue to participate, in the lawsuit as necessary. I have actively followed and monitored the progress of the lawsuit, and have taken steps to make sure that the litigation is prosecuted by the skilled and effective attorneys that I have retained.

8. I think my efforts helped to get the result obtained in this matter, and as a potential class and PAGA representative, I respectfully request that the Court award me an enhancement award for my efforts in pursuing and participating in this matter, as well as my broader release of claims. Taking into consideration the time that I have dedicated to this matter, I believe that this amount is reasonable.

9. I am not related to anyone associated with Lawyers *for* Justice, PC or Blumenthal Nordrehaug Bhowmilk De Blouw LLP.

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10. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this matter. The only compensation I will receive is whatever amount the Court awards as an enhancement award, as well as my share of the settlement as a class member and aggrieved employee.

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

Executed on this 08/12/2025 day of August 2025, at San Francisco, California.




Irwandie Tio

**LAWYERS *for* JUSTICE, PC**
450 North Brand Blvd., Suite 900
Glendale, California 91203

**EXHIBIT #11**

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Maria Halwadjian (SBN 358015)
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Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

*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.

TRANSDEV 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 XAVIER BROWN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

| | |
|---|---|
| Date: | November 2, 2026 |
| Time: | 9:00 a.m. |
| Department: | 302 |
| Complaint Filed: | April 3, 2024 |
| FAC Filed: | July 14, 2025 |
| SAC Filed: | September 19, 2025 |
| Trial Date: | Not Set |

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

**DECLARATION OF XAVIER BROWN**

I, Xavier Brown, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the representative action entitled *Xavier Brown v. Transdev Alternative Services, Inc.*, San Francisco Superior Court, Case No. CGC-23-610067 (the "*Brown* PAGA Action"), filed on October 23, 2023 in San Francisco Superior Court, which claims and Parties were included in the Second Amended Complaint filed in the above-captioned action. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Transdev Alternative Services, Inc. ("Defendant") from approximately September 2021 to approximately September 2022 as an hourly-paid, non-exempt employee. I decided to seek legal advice about my work experiences with Defendant and about pursuing my grievances. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendant was held accountable for not properly compensating its employees for all hours worked, non-compliant meal and rest breaks, and failure to reimburse expenses. I consulted with the attorneys and staff at Lawyers *for* Justice, PC discussing my situation, complex wage-and-hour class actions and representative actions under the Private Attorneys General Act ("PAGA") in general, and what it meant to be a named plaintiff, class representative, and a PAGA representative. Prior to commencing the *Brown* PAGA Action, I was informed of and came to understand what my duties and responsibilities would be as a plaintiff, a PAGA representative, and also, if class certification were to be obtained and if I were to be appointed as a representative of the class, what my duties and responsibilities would be in that event.

3. Throughout the *Brown* PAGA Action, I have spent time speaking with my attorneys regarding the cases and fulfilling my responsibilities as a class representative and PAGA representative, which included gathering documents concerning my employment with Defendant, reviewing documents with my attorneys, answering questions, providing guidance regarding the duties of other hourly-paid non-exempt employees, and helping develop a strategy as to what documents and information to obtain from Defendant. I routinely checked in with my attorneys

and their staff to make sure that they had all of my most current information and any additional information that I had obtained.

4. Throughout this matter, I was available to answer any questions my attorneys had, and available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information and identified as many documents as I could. I spent time speaking with my attorneys about the cases, identifying potential witnesses, providing my attorneys with documents and information concerning the *Tio* Actions, and also describing policies, practices, and procedures of Defendant.

5. As far as the settlement is concerned, I was available to review documents and answer any questions my attorneys had. I reviewed the Memorandum of Understanding and the Settlement Agreement and discussed the questions I had regarding the potential settlement with my attorneys before signing the settlement papers.

6. I understand that a settlement has been reached in my case and what my duties and responsibilities are as a class and PAGA representative. For example, I am aware that if the settlement is granted preliminary approval, the Court will certify a class for settlement purposes, and likely appoint me as the representative of the class and my attorneys as counsel for the class. I also understand that my duties will include checking in on, monitoring, and conferring with my attorneys to facilitate the notice and settlement administration process, and to provide information that the Court needs in order to assess whether the settlement is fair, reasonable, and adequate. Further, if any individuals who are potential class members contact me, I will take steps to have them referred to the Court-appointed settlement administrator so that these individuals may receive the necessary information and notice they may be eligible to receive in connection with the settlement and contemplated final approval hearing.

7. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent the class and pursue relief on behalf of other class members and the State of California with respect to aggrieved employees. I have volunteered to represent and champion the interests of many other people with similar claims and injuries because of the importance of the cases and the necessity that all class members and aggrieved employees

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benefit from the lawsuit equally. I understand that as a proposed class representative, and if formally appointed as a class representative, I have and continue to represent the interests of all members of the class in litigation to recover relief for the class. As an hourly-paid non-exempt employee of Defendant who was subject to the same policies, practices, and procedures as the other members of the class, I have claims that are typical of those of the class. I consider the interests of the class just as I would consider my own interests. I understand that I may need to put the interests of the class before my own interests, although I have no reason to believe that my interests are in conflict with the interests of the class. I understand that any resolution of the lawsuit is subject to court approval and must be in the best interest of the class as a whole. I have participated, and continue to participate, in the lawsuit as necessary. I have actively followed and monitored the progress of the lawsuit, and have taken steps to make sure that the litigation is prosecuted by the skilled and effective attorneys that I have retained.

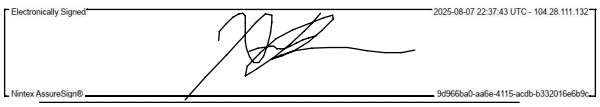
8. I think my efforts helped to get the result obtained in this matter, and as a potential class and PAGA representative, I respectfully request that the Court award me an enhancement award for my efforts in pursuing and participating in this matter, as well as my broader release of claims. Taking into consideration the time that I have dedicated to this matter, I believe that this amount is reasonable.

9. I am not related to anyone associated with Lawyers *for* Justice, PC or Blumenthal Nordrehaug Bhowmilk De Blouw LLP.

10. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this matter. The only compensation I will receive is whatever amount the Court awards as an enhancement award, as well as my share of the settlement as a class member and aggrieved employee.

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

Executed on this 08/07/2025 day of August 2025, at Richmond, California.




Xavier Brown

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