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11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

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

21 Plaintiffs,

22 v.

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

26 Defendants.

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

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

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

Judge: Hon. Joseph M. Quinn
Dept: 302

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

1 This matter came before the Honorable Joseph M. Quinn of the Superior Court of the State
2 of California, in and for the County San Francisco, on December 16, 2025, for the motion by
3 Plaintiffs Irwandie Tio, Xavier Brown, Felix Gunawan, Taje Fleming, Toma Stavrev, and Saif
4 Ahmed (collectively, “Plaintiffs”) for preliminary approval of the class settlement with Defendant
5 Transdev Alternative Services, Inc. (“Defendant”). The Court, having considered the briefs,
6 argument of counsel and all matters presented to the Court and good cause appearing, hereby
7 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

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

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

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

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

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

26 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP and Edwin Aiwazian, Joanna Ghosh, and Melissa A.
3 LeBlanc-Mansell of Lawyers for Justice, P.C. as Class Counsel for the Class.

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

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

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

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

25 12. A Final Approval Hearing shall be held before this Court on May 12, 2026 at 9:00
26 a.m. in Department 302 at the Civic Center Courthouse of the San Francisco County Superior
27 Court to determine all necessary matters concerning the Settlement, including: whether the
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1 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
2 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
3 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
4 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
5 to finally approve attorneys' fees and costs, the service award, and the expenses of the
6 Administrator. The motion for final approval and for attorneys' fees, costs and service award shall
7 be filed with the Court and served on all counsel no later than sixteen (16) court days before the
8 hearing and shall be heard at the Final Approval Hearing.

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

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

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

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

9 **IT IS SO ORDERED.**

10
11 Dated: _____

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