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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DAVID REESE, ISAAC KHARAUD,
PATRICIA BROWN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

VEOLIA TRANSPORTATION, an unknown
business entity; TRANSDEV SERVICES,
INC., a Maryland corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV29413 (lead)
[Related to Case Nos. 21STCV36076;
22STCV32496; 22STCV38405; and
23AHCV02160]

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 29, 2026
Time: 10:30 a.m.
Department: 12

VICTOR DIAZ, individually and on behalf
of all others similarly situated,
Plaintiff,

vs.

TRANSDEV NORTH AMERICA, INC., a
California Corporation and DOES 1-50,
Inclusive.

Complaint Filed: August 10, 2021
FAC Filed: March 8, 2023
Diaz Complaint Filed: October 4, 2022
Diaz FAC Filed: February 20, 2024
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on July 29, 2026, at
3 10:30 a.m. for Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiffs David Reese, Isaac Kharaud, and Patricia
5 Brown (“Plaintiffs”), individually and on behalf of all others similarly situated and aggrieved
6 employees. James Hawkins APLC appears as counsel for Plaintiff Victor Diaz, individually and on
7 behalf of all others similarly situated and aggrieved employees. Husch Blackwell LLP appears as
8 counsel for Defendants Veolia Transportation, Transdev North America Inc. and Transdev
9 Services, Inc. (together, the “Defendants”).

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
12 Preliminary Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Settlement Agreement and Stipulation to
15 Resolve Class Action and PAGA Claims (“Settlement,” “Agreement,” or “Settlement
16 Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Vartan Madoyan in Support of
17 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
18 Court’s determination that the Settlement falls within the range of possible approval as fair,
19 adequate, and reasonable.

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

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
24 and reasonable. It appears to the Court that extensive investigation and research have been
25 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
26 each other’s respective positions. It further appears to the Court that the Settlement, at this time,
27 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
28 be presented by the further prosecution of the cases. It further appears that the Settlement has been

1 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
2 entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys Fees and Costs, Enhancement Award, PAGA Penalty Amount, Settlement
5 Administration Costs, and payments to the Settlement Class Members and Aggrieved Employees
6 provided thereby, appear to be within the range of reasonableness of a settlement that could
7 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
8 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
9 settlement awards made available to the Class Members and Aggrieved Employees are fair,
10 adequate, and reasonable when balanced against the probable outcome of further litigation relating
11 to certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel are qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
22 as follows:

23 all persons who have been employed by Defendants as Non-Exempt Employees or
24 equivalent positions however titled in the state of California during the Class
25 Period, excluding the Excluded Class Members from August 10, 2017, through the
date of this order.

26 7. The Court provisionally appoints Arby Aiwazian, Vartan Madoyan, and Stephanie
27 Roseman of Lawyers *for* Justice, PC and James Hawkins and Greg Mauro of James Hawkins,
28 APLC as Class Counsel.

1 8. The Court provisionally appoints Plaintiffs David Reese, Isaac Kharaud, Patricia
2 Brown, and Victor Diaz as the Class Representatives.

3 9. The Court provisionally appoints Apex Class Action, LLC (“Apex Class Action,
4 LLC”) to handle the administration of the Settlement (“Settlement Administrator”).

5 10. Within 14 calendar days after entry of this Preliminary Approval Order,
6 Defendants will provide to the Settlement Administrator a list of Class Members that identifies
7 each Class Member by name, Social Security Number, and last-known address; and specifies the
8 number of weeks worked by each Class Member in a non-exempt position during the Class Period
9 and the PAGA Period (the “Class List”). Defendants will provide the Class List in an Excel file or
10 other format reasonably acceptable to the Settlement Administrator.

11 11. The Court approves, both as to form and content, the Notice of Settlement of Class
12 and Representative Action (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice
13 shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that
14 the Class Notice appears to fully and accurately inform the Class Members of all material elements
15 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting
16 an opt-out request, of Class Members’ and Aggrieved Employees’ right to challenge the
17 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Settlement Class
18 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
19 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
20 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
21 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
22 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
23 Notice to all Class Members within 14 calendar days of receiving the Class List from Defendants,
24 pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a timely and valid written opt-out
28 request no later than 60 calendar days from the initial mailing of the Class Notice (“Deadline to

Opt Out”), or, in the case of a re-mailed Class Notice, the Deadline to Opt Out shall be extended by 45 calendar days from the date of the Deadline to Opt Out. Any Class Member who submits an opt-out request from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid opt-out request by the Deadline to Opt Out will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys Fees and Costs, Enhancement Award, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, no later than 16 court days prior to the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Deadline to Opt Out or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of

1 Objection must be signed by the Settlement Class Member and contain all information required by
2 this Settlement Agreement. A Settlement Class Member who does not object prior to or at the
3 Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from
4 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
5 Settlement.

6 16. The Settlement is not a concession or admission and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
9 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any document, statement, proceeding or conduct related to the
11 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
12 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
13 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
14 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
15 to establish the existence of any condition constituting a violation of, or a non-compliance with
16 state, federal, local or other applicable law, except for legal proceedings concerning the
17 implementation, interpretation, or enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By:

The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT A

Superior Court of California, County of Los Angeles
David Reese, et al. v. Veolia Transportation, et al.:

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Included Action

David Reese, et al. v. Veolia Transportation, et al., filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (herein referred to as the “Action”)

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
Your legal rights could be affected whether you act or not.*

To: **Class Members**: all current and former non-exempt employees of Defendants in the State of California at any time between August 10, 2017, through [the date the Court grants Preliminary Approval].

PAGA Group Members: all individuals who are or previously were employed by Defendants as non-exempt California employees between July 15, 2020, [the date the Court grants Preliminary Approval].

Class and representative actions under the Private Attorneys General Act of 2004 (“PAGA”) were brought on behalf of the Class and PAGA Group Members (defined above) by Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz (“Plaintiffs”) against Defendants Transdev North America, Inc. and Transdev Services, Inc., (“Defendants”) and have been settled. As explained in this Notice, if the Court approves the Settlement, then you may be eligible to receive a payment pursuant to the Settlement. You are receiving this Notice because Defendants’ records indicate that you are a Class Member.

If you are a Class Member and/or a PAGA Group Member, then you are eligible for payment from the Settlement described in this Notice without taking any action.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA Settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment, and in exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the Class portion of the Settlement, then you will not receive any money from the Class Settlement, and you will keep any rights as an individual to sue Defendants for the same legal claims being settled here. You may exclude yourself from the settlement by submitting a signed written Request for Exclusion according to the instructions contained in this Notice.

	The deadline to submit a Request for Exclusion is [60 calendar days from date of mailing]. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are also a PAGA Group Member, then you will receive a portion of the PAGA Settlement Amount and be bound by the release of Released PAGA Claims regardless of whether you exclude yourself from the Class portion of the Settlement.
OBJECT	You have the right to object to the Class portion of the Settlement by submitting your written objection to the Settlement Administrator according to the instructions contained in this Notice. Alternatively, you have the right to appear at the Final Approval Hearing to present your objection orally. However, if you submit a Request for Exclusion from the Settlement, you will not be covered by the Class portion Settlement and therefore will not be able to object to it. PAGA Group Members have no right to object to any of the PAGA components of the Settlement. The deadline to submit a written objection is [60 calendar days from date of mailing].

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants will not retaliate against or favor any Class Member for either remaining in the Class and receiving a payment or choosing another option provided in this Notice.**

BASIC INFORMATION

1. **Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the Action, the Settlement, your legal rights, the payments that are available, who is eligible to receive the payments, and how to get them.

2. **What is the Action about?**

On August 10, 2021, Plaintiff *Reese* filed his Class Action Complaint in Los Angeles County Superior Court, alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, and violations of California Business and Professions Code sections 17200, et seq. On March 8, 2023, Plaintiff *Reese* filed his First Amended Complaint, adding *Isaac Kharaud* as a named Plaintiff and adding an allegation for violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004). The class action was assigned and is pending in the Los Angeles County Superior Court before the Honorable Carolyn B. Kuhl; LASC Case No. 21STCV29413.

On September 30, 2021, Plaintiff *Reese* filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076. The *Reese* PAGA action was

initially assigned to the Honorable Mark V. Mooney of the Los Angeles County Superior Court. On December 3, 2021, pursuant to Plaintiffs' Notice of Related Cases, this matter was reassigned and is currently pending before the Honorable Carolyn B. Kuhl.

On October 4, 2022, a case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, failure to pay timely wages, wages not timely paid during employment, failure to provide accurate wage statements, issuing wage payments in non-labor code-compliant instruments, and violations of Business and Professions Code section 17200, et seq.; LASC, Case No. 22STCV32496. On December 9, 2022, a PAGA case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004); LASC Case No.'s 22STCV38405. The *Reese* and *Diaz* actions were deemed to be related cases by order of the Los Angeles Superior Court on January 3, 2024, and they were assigned to the Honorable Carolyn B. Kuhl.

On September 18, 2023, Plaintiff *Brown* filed her Complaint for Enforcement under the Private Attorneys General Act in Los Angeles County Superior Court, alleging violations of California Labor Code § 2698, et seq. The *Brown* matter was assigned and is currently pending in the Los Angeles County Superior Court before the Honorable William A. Crowfoot, LASC Case No. 23AHCV02160.

This Settlement resolves all Claims asserted in the above Actions that will be consolidated into the operative Complaint: *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (the "*Reese* Class Action").

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants asserted numerous procedural and legal defenses to the Action and contend that the facts and applicable law do not allow for any monetary or other relief to the Class Members or PAGA Group Members. The Plaintiffs and Defendants (collectively the "Parties") have agreed to settle the Action to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the Plaintiffs' claims in the Action have merit or that Defendants have any liability to the Plaintiffs or the groups of individuals that the Plaintiffs seek to represent in the Action. The Court has not made any determination as to whether the Plaintiffs' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of the Plaintiffs or Defendants. Instead, the Parties agreed to resolve the Action with no decision or admission of who is right or wrong.

THE TERMS OF THE SETTLEMENT

3. What is the Settlement Amount?

The proposed Settlement provides for a payment of \$4,500,000.00 to resolve all claims fully and finally in the Action (referred to as the "Gross Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of 35% of the Gross Settlement Amount; litigation costs and expenses not to exceed \$[REDACTED].00; Service Awards of up to \$10,000.00 for each of the four Plaintiffs for their work and effort in prosecuting the Action; an Administration Expenses to Apex Class Action Administrators (the "Settlement Administrator"), not to exceed \$65,0000.00; and a \$500,000.00 PAGA Payment to the California Labor Workforce and Development Agency ("LWDA") and PAGA Group Members in settlement of claims for penalties under PAGA. The exact amounts of these payments will be determined by the Court at the Final Approval hearing regarding the approval of the Settlement.

Following the Court-approved deductions, the remaining portion of the Gross Settlement Amount, the Net Settlement Amount (“NSA”) will be apportioned and paid out to all “Participating Class Members” who are Class Members who have not timely requested to be excluded from the Settlement. They each will receive an “Individual Class Payment.” No portion of the Settlement Amount will revert to Defendants under any circumstances.

4. How will the Individual Class Payments be calculated, and how much will I receive?

Participating Class Members will receive a pro-rata share of the NSA based on the number of workweeks they worked for Defendants in California between August 10, 2017, through [the date the Court grants Preliminary Approval] (the “Class Period”) in relation to the total number of workweeks worked by all Participating Class Members during the Class Period. The number of workweeks worked will be calculated according to Defendants’ records, which will be verified by the Settlement Administrator.

Based on Defendants’ records, you worked [] workweeks during the Class Period, and your estimated Individual Class Payment is \$ []. The actual amount that you receive may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks worked during the Class Period, you must notify the Settlement Administrator in writing, no later than sixty (60) days after the mailing of this Notice. You should provide proof that you worked a different number of workweeks during the Class Period. Following the consideration of any dispute, the Settlement Administrator’s determination of each Class Member’s allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge.

You will be responsible for the tax consequences of your Individual Class Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Class Payment you could receive under the Settlement.

5. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$500,000.00 of the Settlement Amount as penalties recoverable under the PAGA. Seventy-Five percent (75%) of this amount, or \$375,000.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$125,000.00, will be distributed to PAGA Group Members. The Individual PAGA Payments are paid in addition to any Individual Class Payments.

If you are a PAGA Group Member, you will be responsible for the tax consequences of your Individual PAGA Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members qualify as PAGA Group Members. You are only a PAGA Group Member if you worked for Defendants in California during the period between July 15, 2020, through [the date the Court grants preliminary approval] (the “PAGA Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked for Defendants’ during the PAGA Period, based on Defendants’ records.

HOW TO GET PAYMENT

6. How can I get my settlement payment?

If the Court approves the Settlement, you do not need to take any action to receive your payment. Your check including your Individual Class Payment (and, if applicable, Individual PAGA Payment) will be mailed to you by the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your check will be mailed to the last known address the Settlement Administrator has on file for you if the Court approves the Settlement.**

7. When can I expect to receive my settlement payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail, email, or by calling the Settlement Administrator at 800- [REDACTED].

8. What is the scope of the Settlement Release?

All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims (defined below) during the Class Period. All PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims (defined below) during the PAGA Period.

Released Claims: For the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaints; and/or (b) that could have been alleged in the operative complaints based upon or arising out of the facts alleged therein, except those arising under PAGA. In addition to the foregoing, the Released Claims include claims (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Released Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

The Released PAGA Claims include provisions of the Labor Code, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802.

"Released Parties" means and includes Transdev Services, Inc., Transdev North America, Inc., and any past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,

representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

9. Can I exclude myself from the class settlement?

If you do not wish to participate in the Class portion of the Settlement, you can exclude yourself (that is, “opt out” of the Class). If you opt out, you keep your right to sue Defendants for the same claims on an individual basis. **However, you cannot opt out of the PAGA portion of the Settlement.** To opt out and exclude yourself from the Class, you must send the Administrator by fax, email, or mail, a signed written Request for Exclusion that includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your social security number to the Administrators whose contact information is provided:

Administrator

[fax number],

[email address]

[address]

To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline on or before _____, 2026. *[60 days from mailing of Notice]* Requests for exclusion not timely faxed, emailed, or postmarked by the Response Deadline may be disregarded.

10. If I exclude myself from the class settlement, can I get money from this settlement?

No, if you exclude yourself from the Class, you cannot get money from the Class Settlement. In other words, if you “opt out,” you will not receive an Individual Class Payment. You also will not be able to object to the Settlement as explained below. If you request to exclude yourself or “opt out” of the Class, your Individual Class Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Group Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the Class Settlement.

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment. However, you cannot object if you exclude yourself from the Class Settlement.

To object in writing, you must submit a timely written objection to the Settlement Administrator. A written objection is a letter from you or your representative that reasonably communicates your objection to the Settlement and includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your

social security number. You must fax, email, or mail your written objection to the Administrator, on or before _____, 2026. *[60 days from mailing of Notice]*.

Administrator

[fax number],

[email address]

[address]

In the alternative, you may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing (see hearing information below).

THE COURT'S FINAL FAIRNESS HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing in Department -- of the Superior Court of California, County of Los Angeles, located at *[court address]* on _____, 2026, at _____ a.m. If you wish to do so, you can attend (or hire a lawyer to attend) either personally or virtually via *[court website]*. Check the Court's website for the most current information.

At this hearing, the Court will determine whether the Settlement should be finally approved. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Service Awards for Plaintiffs, and the Settlement Administrator's Administration Expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members.

13. Do I have to come to the hearing?

No. Class Counsel will appear and answer any questions from the Court, but you are welcome to come at your own expense to support or object to the Settlement. If you send your timely written objection to the Settlement Administrator, you do not have to come to Court to object, but you can attend if you wish to attend. If you faxed, emailed, or mailed your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

14. Who may I contact if I have questions about the Settlement?

This Notice is only a summary of the Action and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Los Angeles during regular Court hours.

For more information, or if you have any questions, you may contact:

The Settlement Administrator, Apex Class Action Administrators, at:

http://

[ADDRESS]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FASCIMILE]

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your settlement check will be sent if the Settlement is approved.
- B. **Settlement checks should be cashed promptly upon receipt.** The checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the State of California's Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.