

## CLASS ACTION SETTLEMENT AGREEMENT

*Matthew Peterson v. FlixBus, Inc., et al.*  
Los Angeles County Superior Court Case No. 23STCV06069

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Matthew Peterson (“Plaintiff”), on behalf of himself, and the proposed Class (defined below) and Defendant FlixBus, Inc. (“Defendant” or “FlixBus”) to settle the class action currently pending in the Los Angeles County Superior Court (the “Action”). This modified agreement supersedes any prior version signed by the Parties.

### 1. **DEFINITIONS**

- 1.1 “Action” means the Plaintiff’s class action against Defendant entitled *Matthew Peterson v. Flixbus, Inc., et al.*, Case No. 23STCV06069, that was filed on March 17, 2023, and is pending in the Los Angeles County Superior Court.
- 1.2 “Administrator” means Verita, a neutral entity the Parties have agreed to administer the Settlement as set forth in Para. 9.1.
- 1.3 “Administrator’s Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount as reimbursement for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all individuals who purchased seat reservations for any FlixBus trip between January 12, 2020 and January 15, 2023, who did not receive a refund of such seat reservation payment before January 15, 2023.
- 1.5 “Class Counsel” means Christian Schreiber of Olivier & Schreiber PC (formerly known as Olivier Schreiber LLP) and Elliot Conn of Conn Law, PC.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, to be approved by the Court.
- 1.7 “Class Data” means the last-known email address of each person in the Class.
- 1.8 “Class Member” means a member of the proposed Class in this Action who does not submit a valid Request for Exclusion.
- 1.9 “Class Notice” means the Court-approved notice to be provided to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.10 “Class Period” means the period from January 12, 2020 and January 15, 2023.

- 1.11 “Class Representative” means the named Plaintiff in this Action, Matthew Peterson.
- 1.12 “Class Representative Service Award” means the payment, as approved by the Court, to Plaintiff for initiating the Action and providing services in support of the Action and in exchange for Plaintiff providing the Released Parties with a general release of his individual claims as set forth below.
- 1.13 “CLRA” means the Consumers Legal Remedies Act, Cal. Civ. C. § 1750, et seq.
- 1.14 “Court” means the Superior Court of California in and for the County of Los Angeles.
- 1.15 “Defense Counsel” means Regina J. McClendon and Lindsey E. Kress of Locke Lord LLP.
- 1.16 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, two days after the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, 2 days after the deadline for filing a notice of appeal from the Judgment; of a timely appeal from the Judgment is filed, 2 days after the appellate court affirms the Judgment and issues a remittitur.
- 1.17 “Electronic Payment” means a payment initiated by the Administrator to a digital platform (*e.g.*, PayPal or Venmo) associated with the account linked to the class member’s email address.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement substantially and materially in the form attached hereto as Exhibit B.
- 1.19 “Final Approval Hearing” means the Court’s hearing on a motion for final approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means the settlement amount that Defendant agrees to pay under Para. 4.1 of this Agreement. The Gross Settlement Amount will be used to pay the Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Award, and the Administrator’s Expenses.
- 1.22 “Individual Class Payment” means the Class Member’s share of the Net Settlement Amount, which is the amount of the Net Settlement Amount divided by the number of Class Members.
- 1.23 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,

and the Administration Expenses Payment. The remainder is to be paid to Class Members as Individual Class Payments.

- 1.24 “Plaintiff” means Matthew Peterson, the named plaintiff in the Action.
- 1.25 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.26 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.27 “Released Class Claims” means the claims being released as described in Paragraph 7.2(b) below.
- 1.28 “Released Parties” means FlixBus, Inc. and its past or present directors, officers, employees acting within the scope of their employment, partners, principals, insurers, co-insurers, controlling shareholders, parent companies, subsidiaries, and/or any other related or affiliated entities.
- 1.29 “Request for Exclusion” means the timely submission of a written request to be excluded from the Settlement signed by the person in the Class.
- 1.30 “Response Deadline” means 60 days after the Administrator mails Notice to the Class, and shall be the last date on which the Class may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their objection to the Settlement.
- 1.31 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## **2. RECITALS**

- 2.1 On March 17, 2023, Plaintiff commenced this Action by filing a Complaint alleging violations of the CLRA. The gravamen of Plaintiff’s Complaint is that FlixBus charges consumers for a service it does not provide. Namely, Plaintiff alleges that FlixBus charges customers monetary amounts to reserve specific seats on buses that have no seat numbers meaning that the seat reservations cannot be used. Defendant disputes the Complaint’s allegations and disagrees that it charges consumers for a service it does not provide.
- 2.2 The Action is currently pending before the Honorable Stuart M. Rice in Department 1.
- 2.3 FlixBus demurred to Plaintiff’s Complaint and also filed a Motion to Strike Plaintiff’s class claims. On September 28, 2023, the Court overruled the demurrer and denied the motion to strike.

- 2.4 On May 8, 2024, the Parties participated in an all-day mediation presided over by the Hon. Ronald M. Sabraw (Ret.) of JAMS. The matter did not resolve at the mediation.
- 2.5 Over the next two months, the Parties continued direct negotiations.
- 2.6 On August 28, 2024, the Parties agreed to the non-monetary terms memorialized in this Agreement.
- 2.7 On September 17, 2024, the Parties agreed to the monetary term of this Agreement.
- 2.8 Prior to and following mediation, Plaintiff obtained, through formal and informal discovery, information about the Class Data, including the number of class members, the amounts paid to FlixBus for seat reservations, the amounts previously refunded by FlixBus to customers who purchased seat reservations, and FlixBus' relevant policies and procedures for charging and refunding consumers for seat reservations. It was also determined that FlixBus could not identify all buses that did not have seat numbers for any given ride. As such, it became Plaintiff's position that without the guarantee of being able to use a reservation, the reservations are illusory, and FlixBus violated the CLRA by failing to disclose that the reservations cannot be guaranteed, regardless of whether they could ultimately be used. As a result, the settlement class definition now encompasses all individuals that purchased seat reservations. FlixBus denies that the seat reservations are illusory and that it violated the CLRA.
- 2.9 Plaintiff's investigation was sufficient 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*").
- 2.10 The Court has not granted class certification.
- 2.11 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. CERTIFICATION OF SETTLEMENT CLASS**

- 3.1 The Parties agree to seek certification of a Class, and that the elements of class certification have been met for purposes of settlement only. Absent Final Approval by the Court, this Agreement and shall be null, void, and of no further force or effect and shall be inadmissible in future proceedings, and the Parties shall be returned to their status quo ante.

### **4. MONETARY TERMS**

- 4.1 Gross Settlement Amount. Defendant promises to pay one million, four hundred and ninety thousand dollars (\$1,490,000.00), as full and final settlement and compromise

of the Action. Under no circumstances will Defendant's liability under this Agreement exceed the Gross Settlement Amount.

4.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff. A Class Representative Service Award to the Class Representative of not more than \$7,500.00 shall be paid to the Class Representative, which is in addition to any Individual Class Payment, and as approved by the Court. This Class Representative Service Award is reasonable based on the Plaintiff's involvement in the case.

Plaintiff will seek Court approval for any Class Representative Service Award as part of the motion for final approval. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. The Class Representative assumes full responsibility and liability for taxes owed on the Class Representative Service Award.

- (b) To Class Counsel. Class Counsel Fees of not more than 33 $\frac{1}{3}$  percent of the Gross Settlement Amount, and Class Counsel Expenses of not more than thirty thousand dollars (\$30,000.00).

If the Court approves Class Counsel Fees and/or Class Counsel Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

The Administrator will pay the Class Counsel Fees and Class Counsel Expenses using one or more IRS 1099 Forms.

- (c) To the Administrator. Administrator's Expenses not to exceed \$250,000 except for a showing of good cause and as approved by the Court. To the extent the Administrator's Expenses are less or the Court approves payment less than the amount set forth herein, the Administrator will allocate the remainder to the Net Settlement Amount.

- (d) To Each Class Member. After payment from the Gross Settlement Amount of the Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses, Administrator's Expenses, the remainder of the Gross Settlement Amount (the "Net Settlement Amount") shall be paid to the Class Members as Individual Class Payments.

The Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the total number of Class Members.

- (e) Effect of Requests for Exclusion on Calculation of Individual Class Payments. Persons in the Class who timely submit a Request for Exclusion will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Class Members on a pro rata basis.

## 5. SETTLEMENT FUNDING AND PAYMENTS

- 5.1 Class Data. Not later than 10 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 or other format requested by the Administrator. To protect 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.
- 5.2 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within five days of the Effective Date. Under no circumstances will FlixBus's liability under the Settlement exceed the Gross Settlement Amount. This is a non-reversionary settlement. No funds from the Gross Settlement Amount will revert to Defendant.
- 5.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will transmit Individual Class Payments, the Class Counsel Fees, the Class Counsel Expenses, and the Class Representative Service Award.
  - (a) Each Class Member will be provided with a pro rata share of the Net Settlement Amount, based on the total amount of money each Class Member spent on reservations divided by the total amount of money collected by FlixBus for reservations. Payments will be made via Electronic Payment to PayPal, unless a class member affirmatively asks for payment by check, which will be sent via first class U.S. mail to the address provided.
  - (b) For any Class Member, whose Individual Class Payment is issued via PayPal, remains unclaimed after 60 days (e.g. if the Class Member does not have a PayPal account already created with the email address in the Class Data, PayPal will send an email, every 7 days, for 4 weeks, asking the Class Member to create an account), the money will be returned, and the Administrator will initiate an Electronic Payment to Venmo. For all Electronic Payments initiated to Venmo that remain unclaimed after 60 days, the Administrator shall transmit the residual funds in equal parts to (1) the National Consumer Law Center and (2) the Consumer Federation of America, as *cy pres* beneficiaries, subject to approval by the Court, thereby leaving no "unpaid residue," subject to the requirements of Code of Civil Procedure section 384, subdivision (b). The Parties, Class Counsel and

Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *cy pres* recipients.

- (c) For any Class Member whose Individual Class Payment is issued via check remains unclaimed 180 days after the Individual Class Payments are remitted, the Administrator shall transmit the residual funds in equal parts to (1) the National Consumer Law Center and (2) the Consumer Federation of America as *cy pres* beneficiaries, subject to approval by the Court.

## 6. **PROSPECTIVE NON-MONETARY RELIEF**

6.1 FlixBus agrees to make the following changes in business practices as set forth below no later than 5 days after the Effective Date:

- (a) The following language will appear on the FlixBus website for 12 months following the entry of the Final Approval Order: “If you are unable to sit in your reserved seat during your trip, we’ll gladly issue a refund of the seat reservation fee if you are eligible. A link to instructions on how to obtain a refund will be included in your ticket.”
- (b) The link to the refund will be printed or appear on the tickets for 18 months following the Final Approval Order. An example of an electronic ticket showing this language is attached hereto as Exhibit C. If the customer clicks “link,” the link would lead to the following:

*My seat reservation was cancelled. What should I do?*

*We’re sorry that you didn’t get to use your reservation because of a change in your trip. The price of your reservation will be refunded to your original form of payment. If you want to apply for a refund of the seat reservation fee, please click on the contact button below and fill out the form.*

- (c) FlixBus will not sell seat reservations for buses that FlixBus is aware lack seat number labels.
- (d) FlixBus will send periodic communications to operators reminding them of the need to use seat number labels on any buses that are used for routes advertised on the FlixBus platform.
- (e) FlixBus will request that operators provide written confirmation that buses used for routes sold on its platform contain seat number labels.
- (f) FlixBus will revise its standard operator agreement used for new partner relationships, and as used when agreements with existing operators expire and/or become subject to renewal, to include stricter contractual requirements governing the use of seat numbering on buses used for routes advertised on the FlixBus platform, including the provision of photographic proof of seat labels and reimbursement to FlixBus for damages suffered as a result of the operator’s breach of its obligations

regarding seat labels and honoring seat reservations. FlixBus makes no representation regarding final contract terms negotiated by operators.

**7. RELEASES OF CLAIMS**

7.1 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members and Class Counsel will release claims against all Released Parties as follows:

7.2 Plaintiff's Release. Plaintiff waives and generally releases the Released Parties, and each of them, from and against any and all claims, whether known or unknown, that Plaintiff has or may have against the Released Parties, or any of them.

(a) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff expressly waives 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.”

(b) Release by Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Class Members release the Released Parties from any and all disputes and claims reasonably related to the purchase of seat reservations for travel on any FlixBus bus trip during the class period, whether on a FlixBus branded bus or any bus arranged by FlixBus, including any claims reasonably arising under the Consumers Legal Remedies Act, Cal. Civ. C. section 1750, et seq. (“CLRA”), the Unfair Competition Law, Cal. Bus. & Prof. C. section 17200, et seq. (“UCL”), or any federal, state, or local consumer protection provision reasonably arising from the facts alleged in Plaintiff’s complaint. This release does not encompass claims for personal injury, property damage, or federal, state or local civil rights violations.

**8. MOTION FOR PRELIMINARY APPROVAL**

8.1 Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed joint declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and *cy pres* recipient identified in paragraphs 5.3(b) and (c). In their declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.



- 8.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the motion for preliminary approval no later than 14 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. Defendant will not oppose the motion for preliminary approval provided that it is consistent with the terms of this Agreement. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 8.3 Plaintiff's Responsibilities. Plaintiff will prepare (i) a draft of the notice and memorandum in support of the motion for preliminary approval; (ii) a draft proposed order granting preliminary approval; (iii) 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 proposed *cy pres* recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a draft declaration from Class Counsel attesting to all facts relevant to the motion for preliminary approval.
- 8.4 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 to the extent feasible and agreeable to the Parties to satisfy the Court's concerns.

## **9. SETTLEMENT ADMINISTRATION.**

- 9.1 Selection of Administrator. Class Counsel has selected Verita to serve as the Administrator and verified that, as a condition of appointment, the proposed Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator's Expenses. Defendant has no objection to this selection.
- 9.2 Class Counsel, together with the Administrator, will be responsible for all aspects of the settlement administration, and FlixBus will have no responsibility for settlement administration other than providing the Class Data derived from its electronic business records and paying the Gross Settlement Amount.
- 9.3 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.

9.4 Notice to Class Members.

- (a) The Class shall be provided Class Notice via email. Class Notice shall also be posted on a settlement website maintained by the Administrator.
- (b) The Administrator shall notify Class Counsel no later than three (3) business days after receipt of the Class Data that the list has been received and state the number of persons in the Class in the Class Data.
- (c) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all persons identified in the Class Data, via e-mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall include the person's estimated Individual Class Payment. The Class Notice shall give each person in the Class the option to elect for payment by check, in lieu of electronic payment, and to provide the Administrator with the mailing address to which the Administrator will send the check via first class U.S. mail.
- (d) If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them in the Class. If the Parties agree, such persons will be part of the Class entitled to the same rights as other persons in the Class, and the Administrator will send them a Class Notice.

9.5 Requests for Exclusion (Opt-Outs)

- (a) Persons in the Class who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than 60 days after the Administrator emails the Class Notice. A Request for Exclusion is a letter from a person in the Class or his/her/their authorized legal representative (such as a person holding power of attorney) that reasonably communicates the election to be excluded from the Settlement and includes the person's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely 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 part of the Class and his/her/their 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 person's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member shall be entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 7.2(b) of this Agreement, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every person in the Class who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the Settlement.
- (e) Not later than five 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 persons who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of persons who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- (f) If the number of valid Requests for Exclusion exceeds 5% of the total Class, Defendant may, but is not obligated to, 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 be responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

#### 9.6 Objections to Settlement.

- (a) Only Class Members as defined in Paragraph 1.8 above may object to 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) Class Members as defined in Paragraph 1.8 above shall send written objections to the Administrator, by email or mail. Class Members may also appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so, not later than 60 days after the Administrator’s emailing of the Class Notice. If a Class Member fails to object within the 60-day time period, the Court will still hear from a Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.
- (c) Not later than five days after the expiration of the deadline for submitting objections to the Settlement, the Administrator shall email a list to Class

Counsel and Defense Counsel containing (a) the names and other identifying information of persons who have timely submitted objections to the Settlement; (b) the names and other identifying information of persons who have submitted invalid objections to the Settlement; (c) copies of all objections to the Settlement submitted (whether valid or invalid).

- 9.7 Persons in the Class who have submitted valid Requests for Exclusion shall have no right to object to the Settlement.
- 9.8 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.
- 9.9 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website, with both English and Spanish language options, to post information of interest to the Class including the date, time and location for the Final Approval Hearing and copies of the Settlement, motion for preliminary approval, the Preliminary Approval, the Class Notice, the motion for final approval, the motion for Class Counsel Fees and Expenses, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free number.
- 9.10 Administrator's Declaration. Not later than 5 days before the date by which Plaintiff is required to file the motion for final approval, 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 administration of Class Notice and the number of 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.
- 9.11 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 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.

## **10. CLASS SIZE**

- 10.1 The Parties agree that there are 516,135 persons in the Class that have paid a total of \$2,026,442.66 for seat reservations.

## **11. MOTION FOR FINAL APPROVAL**

- 11.1 Plaintiff will file in Court, a motion for final approval of the Settlement and a motion for attorneys' fees and costs, with a proposed order substantially and

materially in the form attached hereto as Exhibit B, which shall include a request for approval of the Settlement and attorneys' fees and costs. Plaintiff shall file any timely objections to the Settlement that were submitted by Class Members along with the motion for final approval.

- 11.2 Response to Objections. Each Party retains the right to respond to any objection raised by a Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.3 Effect of Denial of Final Approval. If the Court does not grant Final Approval, this Agreement shall be null and void and of no further force or effect, shall be inadmissible in future proceedings, the Parties shall be returned to their status quo ante, and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiff and Defendant agree otherwise.
- 11.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement 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.
- 11.5 Compliance Hearing. The motion for final approval will include dates for a compliance hearing to be held after the Settlement has been fully administered. The Parties will file a status report with a courtesy copy delivered to the Court at least five (5) court days prior to the compliance hearing.
- 11.6 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses set forth in this Settlement, the Parties, their respective counsel and all 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, and 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 Gross Settlement Amount or the Net Settlement Amount.
- 11.7 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment, this Agreement shall be null and void and of no further force or effect, shall be inadmissible in future proceedings, the Parties shall be returned to their status quo ante, and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiff and Defendant agree otherwise.

## 12. ADDITIONAL PROVISIONS.

- 12.1 Parties to Bear Their Own Attorney's Fees and Costs. With the sole exception of the Class Counsel Fees and Class Counsel Expenses to be paid from the Gross Settlement Amount, each Party to this Agreement shall bear all its or his/her own attorneys' fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of this Action.
- 12.2 No Admission of Liability, 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 Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit provided, however, that Plaintiff agrees that a good faith dispute exists between the Parties as to the claims alleged in the Complaint. The Settlement, this Agreement and Parties' willingness to settle the Action 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).
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to 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.
- 12.4 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 all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 12.6 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.
- 12.7 No 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.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this

Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Prevailing Party Attorney Fees. If any Party brings any claim or action for breach of, or to enforce the terms of, this Agreement, the prevailing Party in said action shall be entitled to recover its reasonable costs and attorneys' fees incurred in the prosecution or defense of said claim or action, in addition to any other relief to which said Party may be entitled.
- 12.12 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.
- 12.13 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.
- 12.14 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.
- 12.15 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.
- 12.16 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:

If to Plaintiff and/or Class Members, to their attorneys at the following address:

Christian Schreiber ([christian@os-legal.com](mailto:christian@os-legal.com))  
OLIVIER & SCHREIBER PC  
475 14th Street, Suite 250  
Oakland, CA 94612

Elliot Conn ([elliott@connlawpc.com](mailto:elliott@connlawpc.com))  
CONN LAW, PC  
100 Bush Street, Suite 1580  
San Francisco, CA 94104


If to Defendant, to its attorney at the following address:

Regina J. McClendon ([rmcclendon@lockelord.com](mailto:rmcclendon@lockelord.com))  
Lindsey E. Kress ([lkress@lockelord.com](mailto:lkress@lockelord.com))  
LOCKE LORD LLP  
101 Montgomery Street, Suite 1950  
San Francisco, CA 94104

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

12.18 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 pursuant to Code of Civil Procedure section 583.330 that the signing of this Agreement extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of the Court's settlement approval process.

12.19 Notwithstanding anything else contained herein, this Agreement shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123(a).

Dated: November 26, 2024   
[Matthew Peterson \(Nov 26, 2024 14:11 EST\)](#)  
Matthew Peterson  
Plaintiff

Dated: November \_\_\_\_, 2024 \_\_\_\_\_  
FlixBus, Inc.  
Defendant  
By:



Approved as to form:

Dated: November 26, 2024

OLIVIER & SCHREIBER P.C.



---

Christian Schreiber  
Counsel for Plaintiff Matthew Peterson and the Proposed  
Class

Dated: November 26, 2024

CONN LAW, PC



---

Elliot Conn  
Counsel for Plaintiff Matthew Peterson and the Proposed  
Class

Approved as to form:

Dated: November \_\_\_\_, 2024

LOCKE LORD LLP

---

Regina J. McClendon  
Lindsey E. Kress  
Counsel for Defendant FlixBus, Inc.

If to Defendant, to its attorney at the following address:

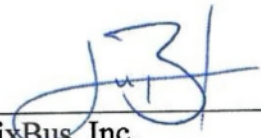
Regina J. McClendon ([rmcclendon@lockelord.com](mailto:rmcclendon@lockelord.com))  
Lindsey E. Kress ([lkress@lockelord.com](mailto:lkress@lockelord.com))  
LOCKE LORD LLP  
101 Montgomery Street, Suite 1950  
San Francisco, CA 94104

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- 12.19 Notwithstanding anything else contained herein, this Agreement shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123(a).

Dated: November \_\_, 2024

\_\_\_\_\_  
Matthew Peterson  
Plaintiff

Dated: November 27, 2024

  
\_\_\_\_\_  
FlixBus, Inc.  
Defendant

By: James Bristow, General Counsel

Approved as to form:

Dated: November \_\_\_\_, 2024

OLIVIER & SCHREIBER P.C.

---

Christian Schreiber  
Counsel for Plaintiff Matthew Peterson and the Proposed  
Class

Dated: November \_\_\_\_, 2024

CONN LAW, PC

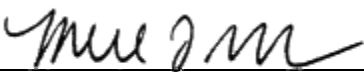
---

Elliot Conn  
Counsel for Plaintiff Matthew Peterson and the Proposed  
Class

Approved as to form:

Dated: November 27, 2024

LOCKE LORD LLP



---

Regina J. McClendon  
Lindsey E. Kress  
Counsel for Defendant FlixBus, Inc.

# Exhibit A



Superior Court of California of Los Angeles County

*Peterson v. FlixBus, Inc. et al.*

Case No. 23STCV06069

# Class Action Notice

***Authorized by the Superior Court of Los Angeles County***

---

**Did you purchase a seat reservation on a FlixBus trip at any time between January 12, 2020 and January 15, 2023, and did not get a refund?**

**There is a \$1,490,000.00 settlement of a lawsuit.**

**You may be entitled to money.**

**If you want to be part of the settlement, you do not need to do anything. If not, you need to opt out by [date]. You can also object by [date].**

---

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- You can learn more at: [website].

# Table of Contents

<b>Table of Contents</b> .....	<b>2</b>
<b>About This Notice</b> .....	<b>3</b>
Why did I get this notice? .....	3
What do I do next?.....	3
What are the most important dates?.....	4
<b>Learning About the Lawsuit</b> .....	<b>4</b>
What is this lawsuit about? .....	4
Why is there a settlement in this lawsuit?.....	4
What happens next in this lawsuit? .....	5
<b>Learning About the Settlement</b> .....	<b>5</b>
What does the settlement provide?.....	6
How do I know if I am part of this settlement?.....	6
How much will my payment be? .....	6
<b>Deciding What to Do</b> .....	<b>7</b>
How do I weigh my options?.....	7
What is the best path for me? .....	8
<b>Submitting a Claim</b> .....	<b>Error! Bookmark not defined.</b>
How do I get a payment if I am a class member?....	<b>Error! Bookmark not defined.</b>
Do I have a lawyer in this lawsuit? .....	8
Do I have to pay the lawyers in this lawsuit? .....	9
<b>Opting Out</b> .....	<b>9</b>
What if I don't want to be part of this settlement?.....	9
How do I opt out? .....	10
<b>Objecting</b> .....	<b>10</b>
What if I disagree with the settlement?.....	10
<b>Doing Nothing</b> .....	<b>Error! Bookmark not defined.</b>

What are the consequences of doing nothing? ..... **Error! Bookmark not defined.**

**Key Resources** ..... **11**

How do I get more information? ..... 11

## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Matthew Peterson v. FlixBus, Inc.*, brought on behalf of **consumers who purchased seat reservations for any FlixBus trip between January 12, 2020 and January 15, 2023, and who did not receive a refund of such seat reservation payment before January 15, 2023. You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you information about the case and tells you how to opt out if you don't want to be part of it.

It is an important legal document, and we recommend that you read all of it. If you have questions or need assistance, please go to [website] or call (415) 484-0980, which is the number of the lawyers representing the Class.

### What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide which of these actions you want to take:

Options	What each option means:
<b>Do Nothing</b>	You will receive a payment of approximately \$___ that will be paid to the PayPal account associated with your email address.
<b>Elect Form of Payment</b>	Instead of having the approximately \$___ sent to your PayPal account, you can elect to have payment made by either Venmo or by paper check by filling out information here: [link]
<b>Opt Out</b>	Get no payment. Allows you to bring another lawsuit

	against FlixBus about the same issues.
<b>Object</b>	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to elect a different form of payment: **[date]**

## Learning About the Lawsuit

### What is this lawsuit about?

The lawsuit was brought on behalf of consumers who purchased a seat reservation on FlixBus buses. The lawsuit claims that FlixBus sold, for an additional charge, seat reservations that could not be used on certain buses. The plaintiff claims that FlixBus had a practice of collecting payments for a service that could not be redeemed on certain buses, which violate California consumer protection laws.

FlixBus denies that it did anything wrong.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:  
[website]

### Why is there a settlement in this lawsuit?



In October 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the cost and risk of continuing the case in court.

The settlement is for the consumer who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

## What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement. The hearing will be held at:

**Where:** Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will not take effect and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

## Learning About the Settlement

## What does the settlement provide?

FlixBus has agreed to pay \$1,490,000.00 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and lawyer fees approved by the Court, and for the cost of administering this settlement. Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue FlixBus for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [\[here\]](#).

The settlement also provides for FlixBus changing its business practices. The full terms of FlixBus’s changes in business practices can be found [\[here\]](#).

The settlement also provides \$7,500.00 to the consumer who brought this lawsuit, Plaintiff Matthew Peterson, to compensate him for his work on the case. This is called a "service award."

If there is money left over after the claims and expenses are paid, it will be donated, in equal parts, to the National Consumer Law Center and the Consumer Federation of America.

## How do I know if I am part of this settlement?

If you purchased a seat reservation for any FlixBus trip between January 12, 2020 and January 15, 2023, and did not receive a refund of such seat reservation payment before January 15, 2023, you are part of this settlement.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [\[phone number\]](#).

## How much will my payment be?

Your payment amount will depend on the amount of the lawyer fees, costs, and service payments approved by the Court. Your payment will be approximately \$\_\_\_\_.

## How will payment be made?

If you do nothing, a payment will be issued to the PayPal account associated with your email address. If you do not have a PayPal account already created with your email address, PayPal will send an email asking you to create an account. If you do not have a PayPal account and do not create an account within 60 days, the money will be returned and sent to Venmo. If you do not claim the payment with Venmo within 60 days, will be donated, in equal parts, to the National Consumer Law Center and the Consumer Federation of America.

Alternatively, you can elect to have payment made directly to Venmo or to have a check mailed to you by clicking [\[here\]](#) and providing your information.

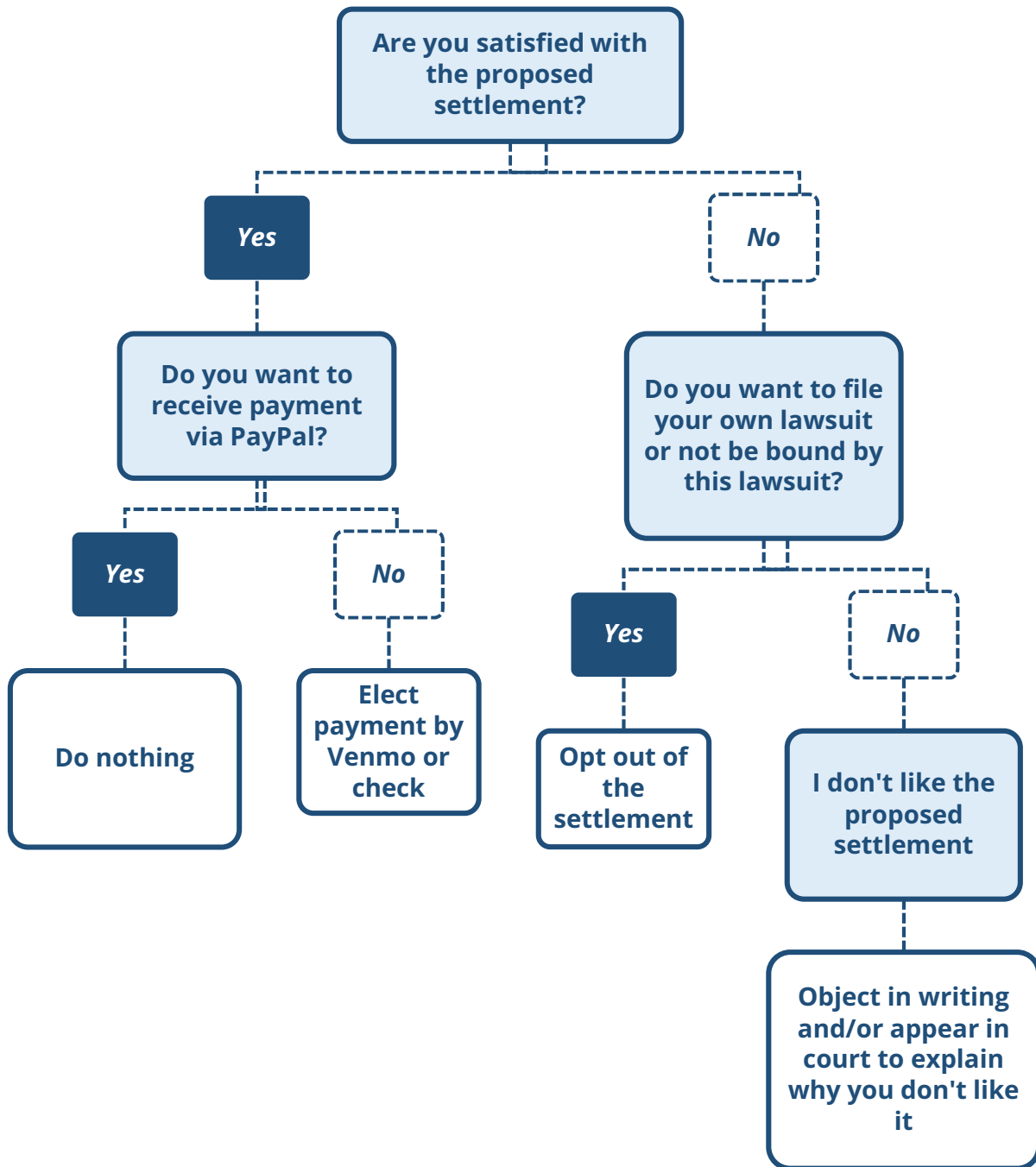
## Deciding What to Do

### How do I weigh my options?

You have four options. You can stay in the settlement and receive payment by PayPal, you can elect to have payment made by Venmo or check, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows how your rights are affected by each option:

	<b>Do Nothing</b>	<b>Opt out</b>	<b>Object</b>	<b>Elect Form of Payment</b>
<b>Can I receive settlement money if I . . .</b>	YES	NO	YES	YES
<b>Am I bound by the terms of this lawsuit if I . . .</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO	NO
<b>Will the class lawyers represent me if I . . .</b>	YES	NO	NO	YES

## What is the best path for me?



## Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to work on the case and

represent the interests of all the class members. For this settlement, the Court has appointed the following lawyers.

**Your lawyers:** Christian Schreiber of Olivier & Schreiber PC and Elliot Conn of Conn Law, PC. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$496,666.67 total in attorneys' fees plus the reimbursement of out-of-pocket expenses of up to \$30,000.00.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$7,500.00 to the Class Representative for the time and effort he has contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your

own case.

## How do I opt out?

To opt out of the settlement, you must send the Settlement Administrator, by email or mail, a signed written Request for Exclusion not later than [date] at:

[Settlement Administrator]  
[Street address]  
[City, State, Zip Code]  
[Phone Number]  
[email]

Be sure to include your name, address, and email address or telephone number.

## Objecting

### What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't have to, hire your own lawyer to help you.

To object, you must send your written objections, by email or mail to the Settlement Administrator not later than [date] at:

[Settlement Administrator]  
[Street address]  
[City, State, Zip Code]  
[Phone Number]  
[email]

If you fail to object by [date], the Court will still hear from you if you attend the Final Approval Hearing and ask to speak regarding your objection.

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here]. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]
- access the Court's [eCourt Public Portal system](#) or by visiting the clerk's office of the Court (address below)

Resource	Contact Information
<b>Case website</b>	[website]
<b>Settlement Administrator</b>	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
<b>Your Lawyers</b>	Olivier & Schreiber PC 475 14th Street, Suite 250 Oakland, California 94612 Tel: (415) 484-0980  Conn Law, PC 100 Bush Street, Suite 1580 San Francisco, CA 94104 Telephone: (415) 417-2780

<b>Court (DO NOT CONTACT)</b>	Spring Street Courthouse 312 North Spring Street Los Angeles, CA 90012
-------------------------------	--



## Exhibit B

**OLIVIER & SCHREIBER PC**  
Christian Schreiber – SBN 245597  
[christian@os-legal.com](mailto:christian@os-legal.com)  
475 14<sup>th</sup> Street, Suite 250  
Oakland, California 94612  
Telephone: (415) 484-0980  
Facsimile: (415) 658-7758

**CONN LAW, PC**  
Elliot Conn – SBN 279920  
[elliott@connlawpc.com](mailto:elliott@connlawpc.com)  
100 Bush Street, Suite 1580  
San Francisco, CA 94104  
Telephone: (415) 417-2780  
Facsimile: (415) 358-4941

*Attorneys for Plaintiff Matthew Peterson and  
the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**UNLIMITED JURISDICTION**

MATTHEW PETERSON, individually, on  
behalf of all others similarly situated, and on  
behalf of the general public,

Plaintiff,

v.

FLIXBUS, INC.; and DOES 1-10, inclusive,

Defendants.

Case No.: 23STCV06069

ASSIGNED TO FOR ALL PURPOSES: JUDGE  
STUART M. RICE, DEPARTMENT 1

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date:  
Time: 10:00 a.m.  
Dept.: 1

Complaint Filed: March 17, 2023

---

[PROPOSED] ORDER AND JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1           The Motion for an Order Granting Final Approval of Class Action Settlement came before  
2 this Court, on [date]. The above captioned Action is a class action lawsuit brought by Plaintiff  
3 Matthew Peterson (hereinafter “Plaintiff”) against Defendant FlixBus, Inc. (“Defendant”)  
4 (collectively the “Parties”). Plaintiff alleges that Defendant, inter alia, engaged in deceptive  
5 practices by selling premium seat reservations for buses where such seats could not be reserved or  
6 assigned, violating California’s consumer protection laws, including the Consumers Legal  
7 Remedies Act (“CLRA”), Civil Code § 1750, et seq. Defendant denies any and all alleged  
8 wrongdoing, and denies any liability to the Plaintiff or to members of the putative class. Defendant  
9 contends that the seat reservations are not illusory and that it did not violate the CLRA.

10           On [date], this Court entered an Order Granting Preliminary Approval Of Settlement,  
11 resulting in certification of the following provisional Settlement Class:

12           All individuals who purchased seat reservations for any FlixBus trip between  
13 January 12, 2020 and January 15, 2023, who did not receive a refund of such seat  
14 reservation payment before January 15, 2023.

15           That Order further directed the Parties to provide Notice to the Class, which informed absent  
16 class members of: (a) the proposed Settlement, and the Settlement’s key terms; (b) the date, time  
17 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the  
18 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of any  
19 Class Member to exclude themselves from the proposed Settlement, and an explanation of the  
20 procedures to exercise that right; and (e) an explanation of the procedures for class members to  
21 participate in the proposed settlement.

22           The Court, upon Notice having been given as required in the Preliminary Approval Order,  
23 and having considered the proposed Settlement Agreement, attached hereto as Exhibit 1, as well as  
24 all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

25           1.       This Court has jurisdiction over the subject matter of the Action and over all Parties  
26 to the Action, including all members of the Class certified by this Court.



1           10.     The Court approves (1) the National Consumer Law Center and (2) the Consumer  
2 Federation of America, as *cy pres* beneficiaries pursuant to Code of Civil Procedure section 384.

3           11.     Upon the Effective Date, the Plaintiff and all members of the Class, [except the  
4 excluded individuals referenced in paragraph 6 of this Order], shall have, by operation of this Order  
5 and Judgment, fully, finally and forever released, relinquished, and discharged Defendant from all  
6 claims as defined by the terms of the Settlement. Upon the Effective Date, all members of the Class  
7 shall be and are hereby permanently barred and enjoined from the institution or prosecution of any  
8 and all of the claims released under the terms of the Settlement.

9           12.     Upon completion of administration of the Settlement, the parties shall file a  
10 declaration stating forth that claims have been paid and that the terms of the settlement have been  
11 completed. This Judgment is intended to be a final disposition of the above captioned action in its  
12 entirety, and is intended to be immediately appealable. This Court shall retain jurisdiction with  
13 respect to all matters related to the administration and consummation of the settlement, and any and  
14 all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not  
15 limited to all matters related to the settlement and the determination of all controversies relating  
16 thereto.

17           13.     This Court shall retain jurisdiction with respect to all matters related to the  
18 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
19 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to  
20 the settlement and the determination of all controversies relating thereto.

21 **IT IS SO ORDERED.**

22 DATED:

23  
24 HONORABLE STUART M. RICE

# Exhibit C

12 May 2024, Friday

17:30 **Munich airport central**

📍 Arnulfstraße 21, 80335 München >



Route 1234

Direction Wilhelmshaven

FlixBus

Operated by Eagle Bus as FlixBus

12 Dez

17:30 **Hamburg central bus station**

📍 Adenauerallee 78, 20097 Hamburg >



The same QR code is used for your entire journey



Adults

Maria [REDACTED]

Max [REDACTED]



Seat

**Free seating area**

Marked with a green sticker



**1 × Hand Luggage**

7 kg · 42×30×18 cm



**1 × Hold Luggage**

20 kg · 80×50×30 cm

### Additional Information



Total Price: 39,89 €



To view your invoice or manage your booking, visit

[shop.global.flixbus.com/rebooking/login](https://shop.global.flixbus.com/rebooking/login)



Track your ride [flxbus.de/track](https://flxbus.de/track)



FAQ: [help.flixcom.com](https://help.flixcom.com)



If you are unable to sit in your reserved seat, view how you can obtain a refund of the seat reservation fee: [link](#)



This trip is CO2 neutral, thank you for your donation! (reuse the current text)

### Prepare for your trip!

- Arrive at the bus stop 15 minutes before departure
- Bring a form of valid photo ID (such as Passport or ID card)
- Make sure your luggage meets specifications: [global.flixbus.com/service/baggage](https://global.flixbus.com/service/baggage)

### Departure Station Location

Lorem ipsum street 10, 04109 City

Here comes the station description lorem ipsum max 200 characters Lorem ipsum dolor sit amet, consectetur adipiscing elit. Tortor, velit faucibus odio iaculis enim sagittis. Urna orci augue adipisci.

