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18 the Certified Class*

19
20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21
22 **COUNTY OF LOS ANGELES**
23
24 **UNLIMITED JURISDICTION**

25
26 MATTHEW PETERSON, individually, on
27 behalf of all others similarly situated, and on
28 behalf of the general public,

29 Plaintiff,

30 v.

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

32 Defendants.

33 Case No.: 23STCV06069

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

36 **[AMENDED] [PROPOSED] ORDER**
37 **GRANTING FINAL APPROVAL OF CLASS**
38 **ACTION SETTLEMENT AND MOTION FOR**
39 **ATTORNEYS' FEES AND COSTS AND**
40 **SERVICE AWARD AND JUDGMENT**

41 Date: April 14, 2025

42 Time: 10:30 a.m.

43 Dept.: 1

44 Complaint Filed: March 17, 2023

The Motion for an Order Granting Final Approval of Class Action Settlement came before this Court, on April 14, 2025 at 10:30 a.m. The above captioned Action is a class action lawsuit brought by Plaintiff Matthew Peterson (hereinafter “Plaintiff”) against Defendant FlixBus, Inc. (“Defendant”) (collectively the “Parties”). Plaintiff alleges that Defendant, inter alia, engaged in deceptive practices by selling premium seat reservations for buses where such seats could not be reserved or assigned, violating California’s consumer protection laws, including the Consumers Legal Remedies Act (“CLRA”), Civil Code § 1750, et seq. Defendant denies any and all alleged wrongdoing, and denies any liability to the Plaintiff or to members of the putative class. Defendant contends that the seat reservations are not illusory and that it did not violate the CLRA.

On December 6, 2024, this Court entered an Order Granting Preliminary Approval of Settlement, resulting in certification of the following provisional Class:

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.

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

The Court, upon Notice having been given as required in the December 6, 2024 Preliminary Approval Order, and having considered the proposed Settlement Agreement, filed on November 27, 2024 and attached to the Declaration of Christian Schreiber as Exhibit 1, as well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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

1 2. The Notice provided to the Class conforms with the requirements of California Code
2 of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766
3 and 3.769, the California and United States Constitutions, and any other applicable law, and
4 constitutes the best notice practicable under the circumstances, by providing individual notice to all
5 persons in the Class who could be identified through reasonable effort, and by providing due and
6 adequate notice of the proceedings and of the matters set forth therein to the other persons in the
7 Class. The notice fully satisfied the requirements of due process.

8 3. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 4. Five Class members, John Druzba, Witty Hope, Elizabeth Fenves, Gaowes
14 Mohammad, and Nathan Jimenez, have objected to the terms of the Settlement as represented in the
15 Exhibits C-G to the Declaration of the Settlement Administrator, Jeff Moore. The Court has
16 reviewed and considered each objection, summarized as follows:

- 17 a. Gaows Mohammad objects on the basis that his settlement payment “is not
18 representative of the financial loss [he] incurred because of [Defendant].”
- 19 b. Nathan Jimenez objects on the basis that the settlement payment “is not enough
20 money”.
- 21 c. Elizabeth Fenves objects to the bringing of the lawsuit itself, on the basis that
22 Defendant is “one of the very few transportation formats offered that is affordable.”
- 23 d. John Druzba objects on the basis that the refund is “negligible” and that the lawyers’
24 fees should be reduced to give class members a “suitable dollar amount over \$10 each”.
- 25 e. The last objector’s name is redacted [See Exhibit G]. Objector objects to the
26 settlement payment as a “moot outcome” that she believes is worth less than the time to mail
27 or cash the check.

(Exhibits C-G to the Moore Decl.)

5. The objections may be summarized as raising two points: (1) the Settlement does not confer a great enough benefit to the class and (2) attorney's fees are too high. After consideration, the Court overrules the objections. To the extent the objections are based on a belief that the class should recover some higher amount, it should be noted that settlements, "need not obtain 100 percent of the damages sought in order to be fair and reasonable," and that even if the relief is substantially less than what would be available after a successful outcome, "this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba*, *supra*, 91 Cal.App.4th at 250, citing *Air Line Stewards, etc., Loc. 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109.) Further, the allegedly illusory seat reservations cost on average \$2 each, and a total of \$2,026,442.66 was paid by the Class for seat reservations. Thus the \$1,490,000 Settlement represents approximately 73.53% of Defendant's maximum exposure here. To the extent the objections are based on a belief that attorney fees are unreasonably high, it should be noted that the fees are aggregate fees paid by the class as a whole. Thus, while the amount may seem high in comparison to an individual award, per class member it is a modest amount (approximately \$1.02) for over three years of litigation. Further, the objectors had the opportunity to opt-out and seek individual redress if they did not find the amounts conferred or requested fees to be fair. Finally, the Court notes that out of a large class, the number of objections is minimal (5 out of 487,517), reflecting the class's overwhelmingly positive response. The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set forth in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

6. 45 persons in the Class have requested exclusion from the Settlement, and have thus been excluded and are not bound by the Judgment in this Action. The following individuals are excluded from this Settlement:

Adreas Vazaios
Akif Khan

Alex Delgado
Annie Rodriguez

Astrid Boudet
Ayril Padilla

1	Carrol Keller	Jaroslav Bastar	Dondanville
2	Chelsie Douglas	Jim DeLoach	Megan Edelman
3	Clark Moorman	Johanna Pamminger	Miriam Berne
4	Crystal Oliver- Strickland	John Fallis	Ninad Raikar
5	Elisa Farinone	Justin Kocan	Patricia Barros
6	Erleen Fernandez	Justyna Sikorska	Viotto
7	Evelyn Yege	Lily Walker	Paul Randall
8	Fitima Reynolds	Lori Gray	Rachel RJ
9	Fiyinfoba Ogunkeye	Magnus Althage	Raj Vatsa
10	Gnai Henry	Maria Aguilar	Roxanna Taylor
11	Greg Williams	Maria Millares	Russell McDonald
12	Jaegar Nagle	Mariano Martinez	Ryan Minor
13	Jai Imbrey	Buenrostro	Tara Rougle
14	Jane Banda	Maureen Aus	
15		Maureen	

10 7. Upon entry of this Order, compensation to the participating members of the Class
11 shall be effected pursuant to the terms of the Settlement Agreement.

12 8. The Court approves the Gross Settlement Amount of \$1,490,000.00 as the full and
13 final settlement and compromise of this action. All deductions therefrom are identified in
14 paragraphs 8-10 of this Order. The Court approves the Net Settlement Amount of \$713,790.36 that
15 is available for distribution to the class. The average payment will be \$1.46 per class member.

16 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
17 recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
18 the payment of a Service Award to the Plaintiff, in the amount of \$7,500.00.

19 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
20 \$496,666.67, and the reimbursement of litigation expenses in the sum of \$23,042.97.

21 11. The Court has reviewed the Declarations of the Settlement Administrator and
22 approves and orders payment in the amount of \$249,000.00 to Verita for performance of its
23 settlement claims administration services.

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

26 13. Upon the Effective Date, the Plaintiff and all members of the Class, except the
27 excluded individuals referenced in paragraph 5 of this Order, shall have, by operation of this Order
28

1 and the accompanying Judgment, fully, finally and forever released, relinquished, and discharged
2 Defendant from all claims as defined by the terms of the Settlement. Upon the Effective Date, all
3 members of the Class shall be and are hereby permanently barred and enjoined from the institution
4 or prosecution of any and all of the claims released under the terms of the Settlement.

5 14. Upon completion of administration of the Settlement, the parties shall file a
6 declaration stating forth that claims have been paid and that the terms of the settlement have been
7 completed. This Order and the accompanying Judgment are intended to be a final disposition of the
8 above captioned action in its entirety and intended to be immediately appealable. This Court shall
9 retain jurisdiction with respect to all matters related to the administration and consummation of the
10 settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the
11 lawsuit, including but not limited to all matters related to the settlement and the determination of all
12 controversies relating thereto. The final judgment shall be posted on the settlement website,
13 <https://flixbussettlement.com/>.

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

18 16. Class Counsel is directed to file a Declaration attesting to final distribution of
19 settlement funds and compliance with this Order before April 14, 2026. The Court will set a non-
20 appearance date for submission of a final report by this date.

21 17. Therefore, it is hereby ordered, adjudged, and decreed that judgment be entered in
22 accordance with the terms set forth in that Order. This Court retains jurisdiction with respect to all
23 matters related to the administration and consummation of the settlement, and any and all claims,
24 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to
25 all matters related to the settlement and the determination of all controversies relating thereto.

26 **IT IS SO ORDERED.**

27 DATED: 04/14/2026

A handwritten signature in black ink that reads "Stuart M. Rice".

28 Stuart M. Rice / Judge

HONORABLE STUART M. RICE