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on behalf of all others similarly situated

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

MICHELLE KUSSNER, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

MV PUBLIC TRANSPORTATION, INC.,
a California Corporation; MV
TRANSPORTATION, INC., a California
Corporation; DOES 1 through 25,

Defendants.

Case No.: 21STCV12259
Assigned to Hon. Carolyn B. Kuhl
Department SSC-12

[PROPOSED] JUDGMENT

Date: January 16, 2024
Time: 10:00 a.m.
Place: Department SSC-12

Complaint Filed: March 30, 2021

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Judgment is entered in favor of Plaintiff Michelle Kussner ("Plaintiff") and
against Defendants MV Public Transportation, Inc. and MV Transportation, Inc.
("Defendants") in the amount of \$1,350,000 plus the employer's share of payroll taxes in the
amount of \$26,392.24, which is to be distributed as set forth in the Order Granting Final
Approval of Class Action Settlement.

2. The Class in this action is defined as all persons employed by Defendants in
California who worked for Defendants in a non-exempt position during the Class Period for

1 at least one week and performed services as drivers, or assisting drivers, including bus
2 operators, bus aides, road supervisors and dispatchers.

3 3. The Class Period is from June 11, 2020, through August 29, 2023.

4 4. Two Class Members, Salvador Ozorio and Andrea Owens, submitted timely
5 requests to be excluded from the settlement. Therefore, all members of the Class with the
6 exception of Salvador Ozorio and Andrea Owens are Participating Class Members.

7 5. The Aggrieved Employees are all persons employed by Defendants in
8 California who worked for Defendants in a non-exempt position during the PAGA Period for
9 at least one pay period and performed services as drivers, or assisting drivers, including bus
10 operators, bus aides, road supervisors and dispatchers.

11 6. The PAGA Period is from June 11, 2020, to August 29, 2023.

12 7. Pursuant to the terms of the Parties' Class Action and PAGA Settlement
13 Agreement ("Settlement Agreement") (Paragraphs VI), which terms are fully incorporated
14 herein, upon the receipt by the Settlement Administer, Phoenix Settlement Administrators,
15 of the gross settlement amount of \$1,350,000 and the employer's share of payroll taxes,
16 from Defendants, all Participating Class Members, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, release Defendants and each of their former and present directors,
19 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
20 subsidiaries, and affiliates from all causes of action and factual or legal theories arising
21 during the Class Period that were alleged in the Operative Complaint (or LWDA notice) or
22 arise from facts alleged in the Operative Complaint (or LWDA notice), including all
23 damages, penalties, interest and other amounts recoverable under said claims, causes of
24 action or legal theories of relief, including but not limited to claims for failure to provide
25 meal periods, failure to provide rest periods, failure to pay wages or other compensation
26 earned (including at the proper regular rate), failure to pay overtime, failure to indemnify
27 business expenses, failure to provide accurate wage statements, failure to timely pay all final
28 wages, unfair competition, civil penalties under PAGA, Labor Code sections 201, 202, 203,

1 204, 510, 512, 226, 226.7, 246, 1194, 1194.2, 2802, and 2699, Business and Professions
2 Code section 17200 et seq., and Wage Order 9. Class Members shall not waive section 1542
3 of the California Civil Code.

4 8. Upon the receipt by the Settlement Administer, Phoenix Settlement
5 Administrators, of the gross settlement amount of \$1,350,000 and the employer's share of
6 payroll taxes, from Defendants, all Aggrieved Employees on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns release Defendants and each of their former and present directors,
9 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
10 subsidiaries, and affiliates from any liability for civil penalties recoverable under PAGA for
11 violations during the PAGA Period under PAGA based on any factual or legal theories that
12 were alleged in the Operative Complaint or LWDA notice or arise from facts alleged in the
13 Operative Complaint or LWDA notice, including for the following California Labor Code
14 sections: 201, 202, 203, 204, 226, 226.7, 246, 510, 512 and 2802. PAGA Employees shall
15 not waive section 1542 of the California Civil Code.

16 9. Without affecting the finality of this Judgment, the Court retains exclusive
17 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
18 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
19 Agreement, and in order to conduct further hearing(s) on certification of distribution
20 procedures.

21
22 Dated: _____

Hon. Carolyn B. Kuhl

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On January 10, 2024, I served the following document described as

- **[PROPOSED] JUDGMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated June 18, 2021, to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on January 10, 2024, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Kussner, et al. v. MV Public Transportation, Inc.**

Case Info: **21STCV12259, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.