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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13
14 **FOR THE COUNTY OF LOS ANGELES**

15 STEPHEN BROUGH and EDGAR
BECERRA, an individual, on behalf of
16 himself and others similarly situated,

17 PLAINTIFF,

18 v.

19 GLOBAL PARATRANSIT, INC.; REZA
NASROLLAHY and DOES 1 thru 50,
20 inclusive,

21 DEFENDANTS.
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Case No. BC616177; *Related Case* BC619163
[Case Assigned for All Purposes to Hon.
Carolyn B. Kuhl]

**DECLARATION OF ARI J. STILLER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND MOTION FOR
APPROVAL OF FEES AND COSTS**

*[Filed concurrently with Notice of Motion
and Motion for Final Approval of Class
Settlement, Notice of Motion and Motion for
Approval of Fees and Costs, Declarations of
Edgar Becerra, Stephen Brough, Chris Pikus,
John Norton, Sahag Majarian and David
Deason, Proposed Order, and Proposed
Judgment]*

Date: November 12, 2019

Time: 10:00 a.m.

Dept.: 12

Trial Date: None Set

Complaint Filed: April 7, 2016

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1. I am an attorney licensed to practice before all courts of the State of California and an associate in the law firm of Kingsley & Kingsley, APC. I am the attorney of record for Plaintiff EDGAR BECERRA in the above-entitled action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

RELEVANT PROCEDURAL HISTORY

4. On April 7, 2016, Plaintiff Brough filed a class action complaint against Defendants alleging causes of action for improper pay deductions under California Labor Code sections 221, 223, and 300; failure to reimburse expenses under California Labor Code section 2802; meal and rest break liability under California Labor Code section 226.7; failure to pay minimum wage and overtime under California Labor Code sections 510, 1197, and 1198; derivative claims for inaccurate wage statements, waiting time penalties, and unfair competition; and penalties pursuant to California Labor Code section 2699, *et seq.* (“PAGA”).

6. On May 9, 2017, Plaintiffs Brough and Becerra filed a consolidated complaint encompassing both of their actions.

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1 7. The parties have vigorously litigated this Action. On August 4, 2017, the Parties
2 attended a full-day mediation with Hon. Peter D. Lichtman (Ret.) but were unable to reach a
3 settlement.

4 8. The Parties continued with litigation and discovery, including special
5 interrogatories, requests for production of documents, and requests for admissions. This discovery
6 led to the production of the employee list and contact information of all putative class members.
7 After significant meet-and confer efforts, Defendants supplemented their discovery responses
8 twice and ultimately produced nearly 6,000 pages of pertinent documents, including: the named
9 Plaintiffs' personnel files and time and pay records, applicable employment policies, time and pay
10 records for a sample of class members during the relevant period, and driver trip logs detailing the
11 pick-up and drop-off times of trips completed by a sample of class during the relevant period.

12 9. On July 18, 2018, Plaintiffs took the deposition of Defendants' person most
13 knowledgeable ("PMK"), Darian Harris, regarding the claims alleged, and the underlying policies
14 and practices in this action. Attached hereto as **Exhibit A** is a true and correct copy of the
15 deposition of Darian Harris, taken on July 18, 2018.

16 10. After much deliberation, the parties entered a second full-day mediation on January
17 18, 2019 with Hon. Gail Ander (Ret.) and were finally able to reach a settlement in principle
18 memorialized in a Memorandum of Understanding. After additional contentious negotiations, the
19 Parties executed the final Settlement Agreement.

20 11. Attached hereto as **Exhibit B** is a true and correct copy of the final Settlement
21 Agreement and Release.

22 12. On July 3, 2019, the Court issued an Order preliminarily approving the settlement,
23 approving the proposed Class Notice, ordering the Claims Administrator to send notice to the
24 Settlement Class, and setting a date for the Final Approval and Fairness Hearing.

25 **THE PRELIMINARILY APPROVED SETTLEMENT**

26 13. As detailed fully in the Settlement Agreement, the Settlement provides for
27 Defendant to pay a non-reversionary Gross Settlement Amount of \$488,000.00. The settlement
28 will be allocated as follows:

Gross Settlement Fund:	\$488,000.00
Attorneys' Fees (1/3):	\$162,666.67
Estimated Case Costs:	\$ 25,197.33
Claims Administration:	\$ 25,000.00
Enhancement Payments:	\$ 10,000.00
(\$5,000.00 each to two Plaintiffs)	
PAGA Payment to LWDA:	<u>\$ 5,625.00¹</u>
Net Settlement Fund:	\$259,511.33

The Net Settlement Amount of \$259,511.33 will be distributed to Participating Class Members.

THE STRENGTH OF PLAINTIFFS' CASE

The Risks Associated with the Meal Break Claims

14. The core claims in this case were for meal and rest period violations, but discovery revealed significant risks for these claims regarding liability and class certification.

15. Defendants produced an accurate written meal period policy and a document entitled Meal/Rest Period Notice for class members to report a meal and/or rest period violation. Defendants also produced a Meal Period Advisory document for class members to acknowledge receipt of the meal period policy.

16. Despite these written policies, Plaintiffs alleged that Defendants required drivers to remain in their vehicles during breaks, and thus the breaks were not "uninterrupted" within the meaning of California Labor Code section 512. Defendants' PMK, Mr. Harris, gave testimony that may undermine Plaintiffs' claim. While Plaintiffs believed that a meal period class could be certified as Defendant maintained the same scheduling policy for all class members, Plaintiffs also recognized the risk on the merits based on the PMK testimony.

17. Additionally, Plaintiffs allege that Defendants failed to provide second meal periods and did not record those meal periods. However, Defendants' PMK testified that drivers logged second meal breaks and that many drivers signed meal-period waivers. Defendants further

¹ The total PAGA Payment is \$7,500. Pursuant to the PAGA statute, 25% of this amount (\$1,875.00) is to remain in the Net Settlement Fund to be distributed pro rata among Class Members, and 75% (\$5,625.00) is distributed to the LWDA.

1 produced some payroll records that contained a line item for "Miscellaneous Hours," which
2 Defendants argue encompass meal and rest-period premium payments.

3 18. With this discovery in mind, there is significant risk of losing the meal period claim
4 on the merits or failing to certify it. The Court may determine that the written meal period policy
5 complies with California law, and in that scenario the likelihood that Plaintiffs would have been
6 able to certify a meal period class would be diminished.

7 19. The extent to which Defendants actually "provided" employees with lawful breaks
8 according to its policy would be disputed, justifying a discount from the maximum settlement
9 value of this claim.

10 20. Also, importantly, Defendants presented arguments regarding solvency and the
11 unique nature of its business relying on municipal contracts that may or may not be renewed, and
12 Plaintiffs' counsel believed that this consideration warranted an additional discount from the
13 maximum value of the claim.

14 21. Plaintiffs' counsel assessed the maximum potential liability on the meal period
15 claim to be approximately \$1,693,289.56, accounting for a violation of 1/3 of all shifts. Defendants
16 dispute this calculation and argue that this violation rate is exaggerated.

17 **The Risks Associated with the Rest Break Claims**

18 22. Many of the same risks discussed above for Plaintiffs' meal period claim were also
19 present for the rest period claim.

20 23. Defendant produced a document entitled "Meal Periods and Rest Breaks Policy"
21 authorizing "one 10-minute paid rest break for every four hours worked or major portion thereof."
22 Defendants' PMK testified that drivers were free to leave their vehicles on rest breaks. Further,
23 while the named Plaintiffs claim that they did not receive all required rest periods, it would be
24 difficult to prove class-wide violations since rest periods do not need to be rounded. Taking this
25 claim through class certification could require expensive surveys and expert analysis-the cost of
26 which would come out of the class's recovery.

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1 24. Additionally, even if Plaintiffs prevailed at certification, the damages at trial could
2 be lowered to account for rest periods that employees actually received.

3 25. The full value of this claim, without any discount, was approximately
4 \$1,693,289.56, accounting for a violation on 1/3 of all shifts, according to Plaintiffs' calculations.
5 Defendant disputes these calculations.

6 **The Risks Associated with the Unpaid Wages/Overtime Claim**

7 26. Plaintiffs alleged that Defendants failed to pay Class Members for all hours worked
8 on a derivative theory that Defendants automatically deducted thirty (30) minutes from pay even
9 if a meal break was not provided or was short.

10 27. Defendants argued that although most meal periods are recorded at exactly half-an-
11 hour, that's due to employees logging half-hour meal periods, not because of a policy to
12 automatically deduct a half-hour on each shift regardless of the length of the break.

13 28. The PMK testified that there are instances where employees take longer breaks and
14 the full break time is deducted.

15 29. Given that the time was unrecorded, there were some risks that the claim would not
16 be certified.

17 30. The full value of the auto-deduct claim amounted to approximately \$846,644.78.

18 **The Risks Associated with the Deduction Claim**

19 31. Plaintiffs allege that Defendants violated California Labor Code sections 221, 223,
20 and 224 by having Class Members retain cash fares and then deducting those fares from their
21 wages and by deducting exact fares due from the Class Members' wages, whether the Class
22 Member received it or not.

23 32. Any discrepancy between the exact fares due and the amount turned in by the Class
24 Members was deducted from the Class Members' wages, reflected on their wage statements as
25 "cash o/s" or "cash advance." Defendants' policy is to make drivers the insurers for cash
26 underpayments, such that the company deducts from the employees' wages the full fare that should
27 have been paid even if the passenger, in fact, pays less than the full fare.

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1 33. Plaintiffs recognize significant risk for this claim on the merits and for class
2 certification.

3 34. The cash deduction policy was common, but the extent to which that policy caused
4 a legal violation in a particular pay period would be highly contested if the case continued.

5 35. Plaintiffs' counsel assessed the maximum potential liability for the deduction claim
6 to be approximately \$173,816, assuming \$2 of cash shortage per workweek.

7 **The Risks Associated with the Derivative Claims**

8 36. While the risk analysis for each predicate claim likewise pertains to the derivative
9 claims for waiting time penalties and wage statement violations, there are additional elements
10 necessary to recover on these claims, which impose additional risk. For example, there was a risk
11 that Plaintiff could not demonstrate that Defendants' wage statement violations were "knowing
12 and intentional."

13 37. Additionally, the "willfulness" element to recover waiting time penalties under
14 California Labor Code section 203 would have been disputed and difficult to prove, and employers
15 often contend that they did not know of any violations giving rise to the need for pay at termination.

16 38. While Plaintiffs dispute that not knowing the law is a sufficient defense, Plaintiffs
17 still had to acknowledge that this argument posed some risk.

18 **Risks Associated with PAGA claim**

19 39. The PAGA statute gives aggrieved employees the right to pursue specific Labor
20 Code violations by way of a civil action. (Lab. Code §2699.3.) Here, the aggrieved employees'
21 PAGA claims are predicated on the meal, rest, and wage violations described above. The Class is
22 compensated for these violations in the proposed settlement, and thus any PAGA recovery for
23 these same violations would be duplicative.

24 40. Plaintiffs acknowledged a significant risk that the Court would reduce the PAGA
25 penalties due to the fact that Class Members are already directly compensated for the same
26 underlying conduct and because Defendants face financial risk due to the nature of their municipal
27 contract renewals.

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41. The significant uncertainty associated with the PAGA claims increased the Plaintiffs' risk of pursuing those claims and required a discount of their settlement value. As such, Plaintiffs do not ascribe great value to the PAGA claim in this action, making the Settlement's contemplated PAGA payment of \$7,500 appropriate.

**THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF FURTHER
LITIGATION**

42. Given the risks outlined above, the issues in this case were complex and the risk for Plaintiffs and the Class Members associated with this litigation was high, given the uncertainty.

43. Moreover, there is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated settlement.

44. If the Court did eventually certify a meal or wage class, trial of a case involving approximately 1,100 Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time investment.

45. Given the complexity and unsettled nature of the issues in this case, it is likely that any outcome at trial would have resulted in a lengthy and costly appeal which would result in further delay for the Class Members who are waiting for a resolution in this matter.

THE RISK OF MAINTAINING CLASS ACTION STATUS THROUGH TRIAL

46. This case has not been certified to be tried as a class action.

47. While Plaintiffs believe there is strong evidence to support certification of several possible subclasses (especially the meal period class), certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility.

48. In attempting to certify a class, the Parties would need to conduct multiple depositions, including of the named Plaintiffs and of several persons most knowledgeable regarding policies (in addition to the Darian Harris deposition already taken).

49. There is a risk for both sides as to what these additional depositions will reveal and whether they will support class certification to the extent expected.

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1 **THE AMOUNT OFFERED IN THE SETTLEMENT**

2 50. It was very difficult for the Parties to reach this Settlement. They arrived at it only
3 after several rounds of negotiation, over the course of two full-day mediations, aided by
4 experienced mediators, and careful evaluation of the records substantiating the amount of damages
5 reasonably likely to be awarded to the class were the jury to award them the full value of their
6 claims.

7 51. In order to determine the approximate potential damages, Class Counsel analyzed
8 class data and records.

9 52. The full value of the core meal and rest claims was approximately \$3,386,579.11,
10 but this assumes a complete win on class certification, liability and a full award of all premium
11 wages. Once Class Counsel determined the maximum potential damages, they decided on a fair
12 and reasonable settlement for the Class considering the risks outlined above and the likelihood of
13 success on the merits.

14 53. Class Counsel believes that the Class has a moderate likelihood of success
15 certifying the meal and rest period claims but faced liability risks, and a lower probability of
16 success certifying the remaining claims and prevailing on them at trial.

17 54. There was also a significant risk that, if the Class litigated this case through
18 certification or trial, Defendant would not be able to pay a judgment if its contracts were not
19 renewed.

20 55. In light of the foregoing, Plaintiffs' Counsel believes that the proposed Settlement
21 Amount of \$488,000.00 is fair and reasonable.

22 **THE REACTION OF THE CLASS MEMBERS TO THE PROPOSED SETTLEMENT**

23 56. Our office has received telephone calls from multiple Class Members who voiced
24 support for the settlement.

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1 f. *Isaguirre v. Guess?, Inc.*, No. BC357631, (L.A. Super. Ct., filed August 25, 2006).
2 This certified class action was approved for final settlement by the Hon. Wynne Carvill in August
3 2015, in the gross amount of \$995,000.000, with attorney's fees request of 33.33%.

4 g. *Rojas v. Sunview Vineyards of California*, No. 1:09-cv-00705-AWI-JLT), (E.D.
5 Cal., filed November 9, 2005). This certified class action was approved for final settlement by the
6 Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000, with attorneys'
7 fees approved in the amount of \$1,137,500.

8 h. *Munoz, et al. v. Giumarra Vineyards Corporation*, No. 1:09-cv-00703 AWI-JLT,
9 (E.D. Cal., filed November 9, 2005). The matter was approved for final settlement by the
10 Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus
11 interest, with attorney's fees benchmark award of \$1,525,00.

12 i. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
13 15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett,
14 Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of
15 33.333%.

16 59. Below is a representative sampling of recent class action and wage hour cases
17 successfully certified by Kingsley & Kingsley while serving as lead and/or Class Counsel:

18 a. *Budrow v. Dave & Buster's of California, Inc.*, No. BC349060, (L.A. Super. Ct.,
19 filed March 15, 2006) (court granted contested class certification and appointed Kingsley &
20 Kingsley class counsel).

21 b. *Rojas v. Sunview Vineyards of California*, No. 1:09-cv-00705-AWI-JLT), (E.D.
22 Cal., filed November 9, 2005). The Hon. Anthony W. Ishii granted the plaintiffs class certification
23 motion and appointed Kingsley & Kingsley as co-class counsel on April 12, 2012.

24 c. *Munoz, et al. v. Giumarra Vineyards Corporation*, No. 1:09-cv-00703 AWI-JLT,
25 (E.D. Cal., filed November 9, 2005). The Hon. Jennifer Thurston granted the plaintiffs' class
26 certification motion and appointed Kingsley & Kingsley as class counsel on May 31, 2013.

27 d. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
28 December 19, 2012) (court granted contested class certification and appointed Kingsley &

1 Kingsley class counsel).

2 e. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
3 filed January 27, 2015) (court granted contested class certification and appointed Kingsley &
4 Kingsley class counsel).

5 f. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
6 filed February 3, 2014) (court granted contested class certification and appointed Kingsley &
7 Kingsley co-class counsel).

8 g. *Badillo v. SG Labor, Inc.*, Kern County Superior Court (BCV-15-100192-SPC),
9 Hon. Sidney Chapin certified class and appointed Kingsley & Kingsley as class counsel on May
10 12, 2017.

11 h. *Ruiz v. Daniel C. Salas Harvesting, Inc., Kings County Superior Court* (16C0214).
12 Hon. Valerie R. Chrissakis granted class certification and appointed Kingsley & Kingsley as class
13 counsel on May 4, 2018.

14 **ATTORNEYS' FEE AWARD**

15 60. As this is a contingency fee matter, Class Counsel litigated this action without
16 receiving any payment for their services or reimbursement of their costs incurred for the benefit
17 of the Class.

18 61. Class Counsel's application for an award of attorneys' fees in the amount of
19 \$162,666.67, or 1/3 of the gross settlement amount created on behalf of the Class, is reasonable
20 and fair. This litigation resulted in a non-reversionary settlement fund of \$488,000.00 and none of
21 the Class Members have paid fees to Class Counsel for their efforts during the litigation.

22 62. I am very familiar with the contingent fee market throughout California and in the
23 Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and
24 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
25 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
26 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
27 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
28 out of the recovery amount. The Named Plaintiff in this action signed a contingency fee agreement

1 that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles.
2 These are typical and standard percentages in employment-related contingency agreements
3 throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour
4 case could not have retained competent counsel in California, particularly with the considerable
5 skill and expertise of my firm, for any amount significantly less than the contingency fee
6 percentage provided in this retainer agreement. Class Counsel has never been paid any money for
7 attorneys' fees in this case and has advanced all costs.

8 63. There are always risks attendant to billing cases on a contingency basis. Those
9 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
10 of its cases on contingency, and has been affected by recent bankruptcy filings. For example, in
11 *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed
12 Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino
13 Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011
14 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of
15 dollars in fees that will never be recovered. Similarly, in *Lesser v. Med-Life Ambulance Services*
16 (BC557900), the Defendant dissolved its business and became unavailable while still owing
17 installment payments on its settlement, requiring our firm to collect less than half of the approved
18 fee amount.

19 64. Additionally, there are cases where Class Counsel takes on the extreme risk of
20 attempting to certify a class case, often turning down class or individual settlement offers that
21 Class Counsel feels are not in the best interest of the class, only to lose class certification and the
22 costs and fees associated with the litigation. See e.g., *Prosad v. Del Taco Restaurant Services,*
23 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
24 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

25 65. When Class Counsel's motions for class certification are denied, Class Counsel
26 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
27 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
28 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*

1 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

2 66. In addition to appealing class certification denials, Kingsley & Kingsley has been
3 involved in numerous lengthy and protracted appeals process before the California Court of
4 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
5 specifically has taken and lost some issues on appeal that required the write-off of significant legal
6 fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings
7 or successfully fought to have successful rulings affirmed. Below is just a sample of some of these
8 appeals:

9 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
10 pharmaceutical sales representatives are exempt employees affirmed.);

11 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
12 court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed.);

13 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
14 ruling in employer's favor that certain employees can share in mandatory tip pool affirmed.);

15 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
16 employer's favor approving employer's commission pay plan affirmed.);

17 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
18 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees
19 affirmed);

20 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
21 that pharmaceutical sales representatives are exempt employees affirmed);

22 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
23 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v.*
24 *Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to
25 compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

26 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
27 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519
28 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

1 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
2 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed.);

3 j. *Cortez v. Doty Bros. Equipment Company, Inc.*, (2017) 18 Cal.App.5th 1052,
4 review granted March 28, 2018 (Court of Appeal affirmed summary judgment for employer on
5 employee's PAGA claim. The California Supreme Court granted review.);

6 k. *Lopez v. Friant & Associates, L.L.C.*, (2017) 15 Cal.App.5th 773 (reversing
7 summary judgment in favor of employer on wage statement claim.);

8 l. *Kim v. Reins Int'l California, Inc.*, (2017) 18 Cal.App.5th 1052, review granted
9 March 28, 2018 (Court of Appeal affirmed summary judgment for employer on employee's PAGA
10 claim. The California Supreme Court granted review.);

11 m. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
12 2018 (affirming judgment for employees after class-action trial.)

13 67. Unlike defense firms, which bill their clients for time spent on a case, plaintiffs'
14 firms bear the risk of loss on contingency cases. As verified by a survey conducted by the National
15 Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the
16 six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms
17 charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange
18 County, Los Angeles County, San Francisco County, and San Diego County. This survey is
19 attached hereto as **Exhibit C**.

20 68. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as
21 well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
22 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
23 challenge these cases and to push back, especially on certification motions. In addition, many
24 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

25 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

26 69. In light of the impending increase of experienced lawyers in specialized practice, I
27 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
28 less than those charged by my colleagues in California and the national market for prosecuting or

1 defending class actions.

2 70. My office billed for the following three attorneys for work performed on this case:
3 Eric Kingsley, Liane Katzenstein Ly, and Ari J. Stiller. I am familiar with the professional
4 background and experience of each of these attorneys.

5 71. Eric B. Kingsley, the managing partner of Kingsley and Kingsley APC, has a billing
6 rate of \$725/hour. Mr. Kingsley is a 22-year attorney with expertise in wage and hour class action
7 lawsuits. He has litigated over 150 such cases, including at the appellate level at the California
8 Court of Appeal, California Supreme Court, the Ninth Circuit, and the U.S. Supreme Court. He is
9 also a prolific speaker at various seminars on employment law and has contributed to legal
10 publications on employment topics.

11 72. Liane K. Ly, a partner at Kingsley and Kingsley APC, has a billing rate of
12 \$500/hour. Ms. Ly is an 11-year attorney with significant expertise in wage and hour class action
13 lawsuits. She is an honors graduate of Florida State University, and while at University of
14 California Davis School of Law, she was an editor of the Environmental Law Journal and a board
15 member of the King Hall Negotiations Team.

16 73. I graduated Phi Beta Kappa from Colorado College in 2006, and was president of
17 my class and an associate editor of the Law Review at University of Colorado School of Law,
18 where I graduated in 2013. I bill at \$400.00/hour.

19 74. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
20 *New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two
21 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
22 hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that
23 “despite low inflation and weak demand for legal services, rates at large corporate law firms have
24 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average
25 highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto
26 as **Exhibit D**.

27 ///

28 ///

75. Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 23 years of experience, such as Mr. Kingsley, is \$894, a reasonable rate for an attorney with 11 years of experience, such as Ms. Katzenstein Ly, is \$742, a reasonable rate for an attorney with 6 years of experience, such as Mr. Stiller, is \$455. A true and correct copy of the 2019 Adjusted Laffey Matrix is attached hereto as **Exhibit E**.

Kingsley & Kingsley's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	47.8	\$750.00	\$35,850.00
Liane Katzenstein Ly	41.2	\$500.00	\$20,600
Ari J. Stiller	104	\$400.00	\$41,600
TOTAL ATTORNEYS' FEES	193		\$98,050

76. The above analysis does not include any expected future time, although it is likely that our firm will need to spend additional time on this case following submission of the present motion to prepare for and attend the Final Approval Hearing, to direct and oversee the administration of the Settlement, to field telephone inquiries from class members, and to resolve any disputes that may arise.

77. Kingsley & Kingsley's total hours in this case will be 193. Including the hours worked by co-counsel, the total hours worked in this case will be over 436 hours. (Deason Decl. ¶ 9; Majarian Decl. ¶ 9; Norton Decl. ¶ 25.) Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. Class Counsel has spent a significant amount of hours extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. Interviewing Plaintiffs and flushing out facts and issues;
- b. Researching employer and causes of action;
- c. Developing facts and investigating Defendant's ownership structure;
- d. Researching and analyzing relevant claims;
- e. Investigating and discussing job functions, duties, compensation, policies, and procedures, etc.;
- f. Regularly meeting and/or communicating with the Class Representatives;
- g. Drafting pleadings;
- h. Drafting discovery requests;
- i. Drafting Plaintiffs' discovery responses;
- j. Communicating with Plaintiffs to compile information in response to Defendants' discovery requests;
- k. Drafting motions;
- l. Opposing defendants' motions;
- m. Drafting mediation briefs and appearing at two full-day mediations;
- n. Negotiating the terms of the Settlement;
- o. Reviewing and making changes to the Settlement Agreement;
- p. Drafting and revising documents for Preliminary and Final Approval;
- q. Monitoring settlement notice procedure and participation; and,
- r. Coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.).

78. Although Class Counsel requests that the Court award attorneys' fees based on the common fund theory, if the Court were to use a lodestar multiplier analysis, Class Counsel's attorneys' fee request of \$162,666.67 is reasonable. Kingsley & Kingsley's lodestar is \$98,050.00. Combined with co-counsel, the total lodestar is \$229,420.00. (Deason Decl. ¶ 9; Majarian Decl. ¶ 9; Norton Decl. ¶ 25). The request for attorneys' fees in the amount of \$162,666.67 would result in a multiplier of approximately **0.71** should the Court use the lodestar-multiplier method to calculate attorneys' fees as a cross-check to ensure the reasonableness of the percentage-of-the-fund method. Under either the common fund or lodestar/multiplier analysis, Class Counsel's request for attorneys' fees is reasonable under California law based on the complexity and novelty of the issues involved, the vigorous defense, the significant amount of work performed, the length and intensity of the litigation, and the exceptional results obtained. Furthermore, Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current value of counsel's legal services.

79. Throughout the litigation, Class Counsel intensively prepared and litigated this matter, advancing thousands of dollars in costs and deferring all payment of fees, with no guarantee

1 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
2 firm resources to prosecution of this matter. To achieve the ultimate result, Class Counsel had to
3 incur substantial risk and expense, and was precluded from taking other fee generating
4 employment for more than 436 hours of attorney time

5 **ATTORNEY COSTS**

6 80. As of the date of this declaration, Kingsley & Kingsley has incurred costs during
7 the litigation in the sum of \$14,780.87. Class Counsel anticipates incurring an additional \$154.00
8 to file and appear at the hearing for the present motion (\$94.00 to appear by CourtCall and \$60 to
9 file the instant motion). Costs incurred were reasonable and necessary to the effective prosecution
10 of this matter and include costs for filing fees, research, mediation, and additional costs for the
11 prosecution of this case. All of these costs were necessarily incurred in the course of this litigation,
12 and all costs advances have already been paid by Class Counsel except for costs associated with
13 the present motion. A true and correct copy of Kingsley & Kingsley's cost ledger associated with
14 this matter is attached hereto as **Exhibit F**.

15 **THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

16 81. I believe that the claims of the Class Representative, Edgar Becerra, are typical of
17 the Class Members' claims.

18 82. Becerra has diligently and fairly represented the Class and has not placed his
19 interests above any member of the Class.

20 83. The time spent by Mr. Becerra includes identifying competent counsel, providing
21 information to Class Counsel regarding his relevant employment experiences, compiling
22 documents, conducting several telephone conferences with his attorneys to discuss the status of
23 the case and the theories of liability, and reviewing settlement documents.

24 84. Class Counsel considers the enhancement to be fair and reasonable.

25 85. The enhancement takes into consideration the time, effort, and expense incurred by
26 Mr. Becerra in coming forward to litigate this matter on behalf of all Class Members. In addition,
27 the Class Representatives may have been at risk for paying Defendant's legal fees and costs in the
28 event that Defendant prevailed at trial.

EXHIBITS

86. Attached hereto as **Exhibit "A"** is a true and correct copy of the deposition of Darian Harris, Defendants' person most knowledgeable ("PMK"), taken on July 18, 2018.

87. Attached hereto as **Exhibit "B"** is a true and correct copy of the fully-executed Settlement Agreement and Release that was preliminary approved by this Court on July 3, 2019.

88. Attached hereto as **Exhibit "C"** is a true and correct copy of the ALM Research 2007 NLJ Billing Survey.

89. Attached hereto as **Exhibit "D"** is a true and correct copy of Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

90. Attached hereto as **Exhibit "E"** is a true and correct copy of the 2019 Adjusted Laffey Matrix.

91. Attached hereto as **Exhibit "F"** is a true and correct copy of the Kingsley & Kingsley, APC costs ledger reflecting costs incurred in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17 day of October, 2019, in Encino, California.

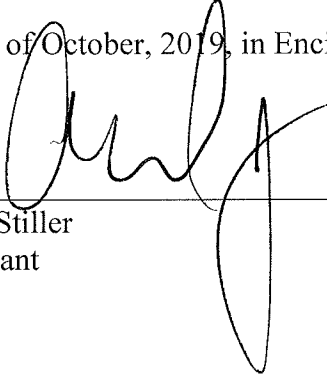

Ari J. Stiller
Declarant

EXHIBIT A



ESQUIRE
DEPOSITION SOLUTIONS

Page 5

1 THE VIDEOGRAPHER: This is tape number one to
2 the videotaped deposition of Darian Harris in the matter
3 of Stephen Brough and Edgar Becerra versus Global
4 Paratransit, Inc., Reza Nasrollahy, being heard before
5 the Superior Court of the State of California for the
6 County of Los Angeles, Case Number BC616177.
7 This deposition is being held at 16133 Ventura
8 Boulevard, Suite 1200, Encino, California 91436, on
9 July 18, 2018, at 10:00 a.m. My name is Zev Ashkenazi
10 and I'm the videographer. The court reporter is Mark
11 Spee.
12 Counsel, will you please introduce yourselves
13 and affiliations, and the witness will be sworn.
14 MR. STILLER: This is Ari Stiller for the
15 plaintiff.
16 MR. WITT: Trevor Witt for the defendants.
17
18 DARIAN HARRIS,
19 having first been duly sworn, was examined and testified
20 as follows:
21
22 EXAMINATION
23 BY MR. STILLER:
24 Q. Mr. Harris, thank you for being here today. As
25 I mentioned before we got started, my name is Ari

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1 Stiller. I'm the attorney for the plaintiffs in this
2 action.
3 Before we get started, I want to go through
4 some kind of ground rules for the deposition. Have you
5 ever had your deposition taken before?
6 A. Yes.
7 Q. About how many times? Do you have an idea?
8 A. Maybe two. Once or twice.
9 Q. Were those other depositions in connection with
10 your job at Global Paratransit?
11 A. Yes, one.
12 Q. When was that other deposition that you took by
13 in conjunction with your job at Global Paratransit?
14 A. I'd say 3 or 4 years ago.
15 Q. And was that on an employment case?
16 A. No.
17 Q. Do you remember the name of that case?
18 A. No.
19 Q. You may remember this from your previous
20 depositions, but do you understand the oath you took is
21 the same oath you'd take in court?
22 A. Yes.
23 Q. You understand everything that is said today
24 between you and I is being reported by a court reporter
25 who's in the room?

Page 7

1 A. Yes.
2 Q. One correlation to that is that we shouldn't
3 talk over each other because if we do, then the
4 transcript that the court reporter puts together won't
5 be clear.
6 Do you understand that?
7 A. Yes.
8 Q. The other issue to keep in mind because it's
9 being recorded is that the transcript can't reveal any
10 nods of the head or gestures that you make, so all of
11 your responses have to be verbal.
12 Does that make sense?
13 A. Yes.
14 Q. I'll just ask if you ever don't understand a
15 question that I ask, ask me to rephrase the question.
16 Do you understand that?
17 A. Yes.
18 Q. So don't answer a question if you don't
19 understand it. I'm always happy to rephrase or try to
20 clarify.
21 If you do answer a question, I'll assume that
22 you understood the question because, otherwise, you
23 would have told me to clarify if it was unclear. Right?
24 A. Yes.
25 Q. I also want to let you know you can take a

Page 8

1 break at any time. This isn't an endurance test. If
2 you need to grab a water or go to the restroom, that's
3 fine. Let me know.
4 The only thing I ask if there's a question
5 pending, you answer the question before you go on a
6 break.
7 A. Okay.
8 Q. Do you speak English fluently?
9 A. Yes.
10 Q. Is there any reason that you can't give your
11 best testimony here today?
12 A. No.
13 Q. Did you review any documents in preparation for
14 your deposition today?
15 A. Yes.
16 Q. What did you review?
17 A. It was like the documents that were sent over
18 to the job pertaining to the lawsuit, the Summons. It
19 was I guess what they had already responded to in
20 writing. I can't think of the name of the documents.
21 Q. Maybe the Complaint? Does that sound familiar?
22 A. Yeah, the Complaint.
23 Q. Anything else besides the Summons and Complaint
24 that you reviewed for today?
25 A. Just my normal review like the Employee

Page 9

1 Handbook that I glanced back over again.
2 Q. Besides the Summons and Complaint and the
3 handbook, anything else you reviewed?
4 A. Anything that was with the Summons. It starts
5 with an I. I can't think of it. But it was
6 something -- it basically pertained to the case, yeah.
7 Q. Maybe Interrogatory Responses; is that right?
8 A. Yes.
9 Q. Okay. So we have a Summons and Complaint,
10 Employee Handbook, Interrogatory Responses.
11 Anything else? Any other written documents
12 that you reviewed for today?
13 A. No.
14 Q. Then the lawsuit that you testified or you gave
15 a deposition for on behalf of Global a few years ago, I
16 asked if you remember the name of that lawsuit.
17 Do you have any other information about that
18 lawsuit from a few years ago?
19 A. It was a personal injury where one of the
20 riders were injured, and that's what it was for.
21 Q. That's fine. What is your current position at
22 Global Paratransit?
23 A. Operations manager.
24 Q. How long have you been in that position?
25 A. Since 2009 when I was hired.

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1 Q. So your entire tenure at Global Paratransit,
2 you've been working as the operations manager?
3 A. Yes.
4 Q. Where did you work before being hired as
5 operations manager at Global Paratransit?
6 A. Southland Transit.
7 Q. What was your position at Southland Transit?
8 A. General manager/area manager.
9 Q. Okay. What are your job duties as the
10 operations manager at Global Paratransit?
11 A. Oversee all the drivers, the driver's schedule,
12 any disciplinary action that deals with the drivers,
13 sometimes writing safety material, reviewing incident
14 reports, accident reports, investigating incident
15 reports, like I said, anything that has anything to do
16 with the drivers are or there's a driver has an issue
17 with the vehicle, anything related to the driver.
18 I deal with backup for the general manager for
19 other issues with the call center, other employees or
20 departments.
21 Q. Who's the general manager?
22 A. Lewis Garcia.
23 Q. So do you report to Lewis Garcia?
24 A. Yes.
25 Q. Who does Lewis Garcia report to at the company?

Page 11

1 A. Reza.
2 Q. And I'm sorry if I say the name wrong.
3 Nasrollahy; is that right?
4 A. That's better than I can do.
5 Q. What is Reza's Nasrollahy's position at the
6 company?
7 A. He's the president.
8 Q. Are there any other operations managers or are
9 you the only one?
10 A. No, I'm the only one.
11 Q. Then who reports to you? Do you have a direct
12 reports besides the drivers?
13 A. Yes.
14 Q. Who are those people?
15 A. I have my operations administrator.
16 Q. What's that person's name?
17 A. Dalia Cortez.
18 Q. It's Dalia?
19 A. Uh-huh.
20 Q. D-A-L-I-A?
21 A. Yes.
22 Q. Cortez, C-O-R-T-E-Z?
23 A. Yes.
24 Q. Okay.
25 A. Safety and training manager.

Page 12

1 Q. Who's that?
2 A. Manuel Ramos.
3 Q. M-A-N-U-E-L, last name R-A-M-O-S?
4 A. Yes.
5 Q. Besides Dalia Cortez and Manuel Ramos, do you
6 have any other people directly reporting to you?
7 A. Not directly. Like the supervisors will
8 report. But direct report, Reza is manager.
9 Q. Before we go further down that road, I'd like
10 to mark an exhibit. This is Exhibit 1.
11 (Whereupon, Exhibit 1 was marked for
12 identification.)
13 BY MR. STILLER:
14 Q. Mr. Harris, do you have Exhibit 1 in front of
15 you?
16 A. Yes.
17 Q. Is this the Notice of Deposition of the Person
18 Most Knowledgeable for Global Paratransit?
19 A. (Nods head in the affirmative.)
20 Q. Can you confirm that's the document you're
21 looking at?
22 A. Yes, it is.
23 Q. If you would please go to page 3 of this
24 document. You see there are some categories numbered
25 starting on page 3?

Page 13

1 A. Yes.
2 Q. And those categories continue onto page 5?
3 A. Yes.
4 Q. There are 21 categories. I'd like you to take
5 however long you need and review each of the categories,
6 and let me know when you're done reviewing them, please.
7 A. Okay. I'm done.
8 Q. Great. I want to make sure you've read them
9 all.
10 Do you understand that you've been designated
11 by Global Paratransit as its Person Most Knowledgeable
12 on each of these categories?
13 A. Yes.
14 Q. And do you believe you are the Person Most
15 Knowledgeable for each of the categories that you just
16 reviewed?
17 A. Yes.
18 Q. Off the record for a second.
19 THE VIDEOGRAPHER: We're now going off the
20 record. The time is 10:15 a.m.
21 (A recess was taken at 10:15 a.m., and
22 back on the record 10:18 a.m.)
23 THE VIDEOGRAPHER: We're now going back on the
24 record. The time is 10:18 a.m.
25 BY MR. STILLER:

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1 Q. Mr. Harris, what does Global Paratransit do?
2 A. We're a transportation. We're Paratransit and
3 also a transit Fixed Route operator.
4 For the Paratransit side, that's the Access
5 service for the ADA on the South Bay area. On the Fixed
6 Route side, we have the City of Bell and the City of
7 South Gate that we do Fixed Route for, and we do
8 Dial-A-Ride for the City of Long Beach and Dial-A-Ride
9 for the City of Bell.
10 Q. City of Bell?
11 A. Bell, yeah, City of Bell. We do Fixed Route
12 and Dial-A-Rides for Bell.
13 Q. Do you oversee the drivers for each of those
14 different services?
15 A. Yes.
16 Q. Do the same drivers who drive for Paratransit
17 also drive for Fixed Route and Dial-A-Ride?
18 A. No.
19 Q. How many drivers drive for the Paratransit
20 service? You can give an estimate.
21 A. Estimate of right now maybe 270.
22 Q. And how many drivers drive for the Fixed Route
23 service?
24 A. About 15.
25 Q. And how many drive for the Dial-A-Ride in the

Page 15

1 City of Long Beach and Bell?
2 A. Long Beach is ten and Bell is one --
3 one-half -- but one.
4 Q. Focusing on the Paratransit service, what types
5 of vehicles are the drivers driving?
6 A. The majority of them drive a minivan, and then
7 we do have a noncommercial cutaway bus. That's the
8 Dial-A-Ride type of bus. That's what they call a
9 Class 2. It's not a commercial.
10 Q. Is the bus bigger than the minivan?
11 A. Yes.
12 Q. What determines whether a driver drives the
13 noncommercial bus or the minivan?
14 A. Sometimes it's length of service can be one
15 determination, how the productivity is on how well
16 they're getting around and their safety record.
17 Q. A driver with a better safety record would be
18 more likely to drive the noncommercial bus?
19 A. Yes.
20 Q. And you said that you also said the length of
21 the route might determine it?
22 A. No, their productivity, how well they're
23 getting around, for example, how many trips they do per
24 hour.
25 Q. Is there a number of trips per hour that you

Page 16

1 look for when deciding to send someone out with the
2 minivan or bus?
3 A. If they're getting around pretty well. There's
4 not a lot of openings for the -- we don't have a large
5 fleet of the --
6 Like, example, there's 13 or 14 of those buses
7 out on the day. The turnover rate for people driving
8 the bus is very small.
9 Q. You said 13 or 14 buses. How many minivans?
10 A. For minivans like 340.
11 Q. Did you say 130, 140?
12 A. Somewhere around there I said.
13 Q. So the vast majority of drivers are driving the
14 minivans?
15 A. Yes.
16 Q. It's one driver per shift for the minivan and
17 the noncommercial bus?
18 A. Yes, one driver per shift.
19 Q. What would you --
20 You said one factor that determines which
21 vehicle the driver drives is their productivity. Could
22 you estimate what you would consider a productive shift?
23 A. It's kind of a small number because L.A. County
24 is so big. The latest is one and a half trips per hour,
25 and you also have to factor in what the trip length is

Page 17

1 in there.

2 If they're doing long trips, of course, their

3 productivity number is going to be lower, so you use

4 both of them in when you're factoring it in.

5 Q. What do you consider a long trip?

6 A. Long trips are considered 20 miles or more for

7 a single trip.

8 Q. Is there a typical length of a trip?

9 A. Like the average trip length, it varies. Each

10 month, it's going to vary. An example, last month was

11 12.7.

12 Q. What does it vary between, if you could

13 estimate?

14 A. Estimate it, anywhere between 11 and probably

15 no higher than 14.

16 Q. Average trip length might be 11 to 14 miles per

17 trip?

18 A. Yeah.

19 Q. And where are the pickups? Are they usually at

20 people's homes?

21 A. The majority of pickups -- I'll explain the

22 service. They can be picked up anywhere --

23 Our area is the Southern region, but they can

24 be dropped off anywhere within L.A. County and a quarter

25 of a mile into the next county to a transfer point.

Page 18

1 For example, someone wants to go into Orange

2 County for their service, we would take them actually to

3 Disneyland which is a transfer point, but we could go

4 anywhere in the L.A. County. The Southern region is our

5 region.

6 Q. Is the southernmost pickup region the southern

7 border of Los Angeles County?

8 A. Yeah. It's like the South Bay area. You would

9 get Torrance, Palos Verdes, Compton, Inglewood, over to

10 Whittier, La Mirada.

11 Anything that's the 10 Freeway south, south of

12 the 10, that would be us going that way.

13 Q. So the 10 Freeway is your northernmost pickup

14 boundary?

15 A. Yeah.

16 Q. That's based on your contract with the L.A.

17 Metro Transportation Authority?

18 A. Ours is Access Services.

19 Q. And Access Services has the contract with MTA?

20 A. Access Services is the agency that runs the

21 Paratransit services for Metro.

22 Q. So Access is a government entity?

23 A. Pretty much on its own, yeah, and it's under

24 Metro.

25 Q. And you can drop off anywhere in L.A. County?

Page 19

1 A. Basically anywhere within L.A. County, a

2 quarter mile into the next county.

3 Q. Right now we're in Encino. You could have

4 someone picked up in South Bay and dropped off in

5 Encino?

6 A. Yes.

7 Q. And is the drop-off location wherever the -- do

8 you call them the passenger or the client?

9 A. The passenger.

10 Q. So the drop-off location is wherever the

11 passenger chooses?

12 A. They have to give a physical address. It has

13 to be a physical address that's in the system. That

14 can't give a cross-street. It has to give a physical

15 address.

16 Q. Besides that restriction, as long as they give

17 you a physical address, they can go anywhere within

18 L.A. County plus did you say three miles outside?

19 A. A quarter.

20 Q. A quarter mile? Okay.

21 A. It's to a transfer point, designated transfer

22 points into the next county.

23 Q. So you're saying if they do choose to go into

24 the next county, they would be dropped off at a

25 designated --

Page 20

1 A. Transfer point, yeah.

2 Q. And does the service operate 24/7?

3 A. Yes.

4 Q. Now Paratransit, it's a service for disabled

5 people, correct?

6 A. Yeah. We are the ADA complimentary service for

7 Metro, which is why we're 24/7. There's a Metro bus

8 running. We have to be in that area. That's the

9 federal law on that. What it is is the way the ADA law

10 was written, if someone is more than half a mile from a

11 bus stop, and it's a hardship for them to pick it to the

12 bus where they can't catch the Fixed Route bus, that's

13 the part of the ADA law. It's the federal. You have to

14 have a complimentary service because L.A. County has so

15 many buses and so many bus routes. They don't gauge the

16 half-a-mile rule very much. They open it up to all

17 residents.

18 Q. So what types of special needs do your riders

19 have?

20 A. Because of the HIPAA laws, it doesn't -- it's

21 not part of their profile that I said it varies, but

22 they could have anything from -- it could be wheelchair-

23 bound or visually impaired where you didn't notice they

24 have a disability at all, to where they have seizures.

25 And you don't know. We don't question it. As

Page 21

1 long as they get certified, Access has a third party
2 that does the certification. Once they get Access
3 certified and has their Access I.D., when HIPAA obtains
4 it, they no longer identify any trips.
5 Q. Are the drivers trained in how to -- in any
6 special transportation needs that your riders might
7 have?
8 A. Yes, they do. They're trained on how to assist
9 visually impaired riders, how to secure the wheelchairs,
10 mobility devices, how to assist, how to approach and
11 assist a hearing impaired riders. Also kind of like,
12 you know, the question regarding --
13 One of the biggest things we have with riders
14 is dementia. We have someone that doesn't understand
15 the focus of where they're at --
16 Q. Is it always one rider at a time being
17 transported, or would the driver pick up multiple
18 riders?
19 A. No. It's a share-ride system.
20 Q. How many passengers are in a minivan?
21 A. A minivan, it depends on the passenger type,
22 but you can have two wheelchairs. If you have two
23 wheelchairs, then you can have two ambulatories. You
24 can have four ambulatories or one wheelchair.
25 That's the max capacities of what they would

Page 22

1 take.
2 Q. What about the bus?
3 A. It depends. We have like three different types
4 of sizes of the bus. The largest would hold three
5 wheelchairs and a ambulatory. The small one would hold
6 three wheelchairs and could hold --
7 They got three wheelchairs in there, the seat
8 would go up. So they would hold four ambulatories at
9 that point.
10 If all seats are down, the largest one can hold
11 actually ten ambulatory. But no wheelchairs, you can't
12 load a wheelchair.
13 Q. What determines how many riders are in the
14 vehicle?
15 A. It just depends on the needs of where the trip
16 is, the time, the location and the direction of travel.
17 Q. So do you have --
18 Are you in charge of coordinating that?
19 A. No.
20 Q. Who's in charge of coordinating it?
21 A. That would be dispatch. That would be the
22 dispatch and the dispatch manager.
23 Q. So dispatch, does dispatch try to create a
24 route so that the driver picks up as many people as
25 possible near the pickup location who are going to

Page 23

1 roughly the same drop-off point?
2 A. Drop-off point and drop-off area, the software
3 automatically looks for that.
4 Q. When is the route determined for the driver?
5 A. It would be done at reservations close at
6 10 o'clock at night for the next day. The most they can
7 schedule is 24 hours out.
8 So it closes at 10. The routing is pretty much
9 done then. You would do what they call batching with
10 software. The computer system would deal with anything
11 that's left. They would look to see if they can fit in
12 or do they need to open up more routes.
13 It's pretty much done at night, and in the
14 morning, due to different factors, routes could get
15 manipulated then. For example --
16 Q. Off the record for just a second.
17 THE VIDEOGRAPHER: Now going off the record.
18 The time is 10:32 a.m.
19 (A recess was taken at 10:32 a.m., and
20 back on the record 10:33 a.m.).
21 (Mr. Deason arrives at the deposition.)
22 THE VIDEOGRAPHER: We're now going back on the
23 record. The time is 10:34 a.m.
24 (The reporter read the requested portion
25 of the record.)

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1 MR. WITT: I want to object to one point that I
2 don't think that this was a noticed topic, and to the
3 extent he knows it -- it seems like he does -- he can
4 answer.
5 But I don't think he was otherwise prepared for
6 this this, and that would be more his personal knowledge
7 than PMK testimony as far as how the routes are actually
8 set in the computer system.
9 MR. STILLER: The way the routes are set have
10 to do with the noticed categories. In my position,
11 they're reasonably calculated to lead to discovery of
12 evidence within the noticed topics.
13 It sounds like he has a lot of knowledge about
14 this, but I understand your objection. We can continue
15 on, and if you --
16 MR. WITT: I'm not going to instruct him not to
17 answer. I'm just saying the topics don't necessarily
18 cover the routes and how they're set in that software
19 and whatnot.
20 MR. STILLER: Thank you.
21 BY MR. STILLER:
22 Q. So you were starting to say about how the
23 routes are set. In the evening before each shift,
24 correct?
25 A. For the next morning, the routes would be made

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1 ready. As an example, they should be completed and
2 ready to go. They're usually done by midnight. Their
3 routes are set and ready to go.
4 Q. When is the first time that the driver can
5 access the route in the morning?
6 A. When they log into their computer.
7 Q. At what time would that be?
8 A. After they clock in, after they clock in, after
9 they inspect their vehicle.
10 Q. About what time in the day would that be?
11 A. The depends on each driver. Drivers start in 2
12 in the morning. Last one starts at 9 at night, so it
13 depends on each one individually.
14 Q. So the first thing the driver does, they clock
15 in, and then they log into the computer to see their
16 route, correct?
17 A. The first thing after they clock in is start
18 inspecting their vehicle. While they're inspecting
19 their vehicle, they'll log into the computer while they
20 complete the inspection.
21 Q. Where does that occur?
22 A. In the front part of the yard.
23 Q. Are all the vehicles kept in the same part of
24 the yard?
25 A. Yes.

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1 Q. Where is the yard?
2 A. At 400 West Compton Boulevard, Gardena,
3 California.
4 Q. Each of the drivers reports to the yard, clocks
5 in, inspects the vehicle.
6 And while inspecting, they log into the
7 computer to see their route?
8 A. Yes.
9 Q. What happens next in the drivers' day?
10 A. The drivers then will inspect their vehicle.
11 If the vehicle is okay, everything is fine and all the
12 equipment is there, they would go ahead and turn in a
13 mileage slip. They -- I'm sorry.
14 They would fill out their Vehicle Inspection
15 Sheet. So once that has been completed and it's ready
16 to go, they would fill out with a slip they would leave
17 with the yard attendant showing what the miles is for
18 the day. And then they would head to their first
19 pickup.
20 Q. And they would complete the pickups in your
21 pickup area and then proceed on the route to drop people
22 off once all the pickups are complete, correct?
23 A. It depends on the route. Each individual route
24 is different.
25 Q. Sometimes they might pick up one person, drop

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1 that person off before picking up the next passenger?
2 A. Correct.
3 Q. Then the next route they might pick up a whole
4 bunch of passengers and proceed to drop them all off
5 after that?
6 A. Yes.
7 Q. Okay. Now would it be more likely that they
8 pick up a group of people before dropping any of them
9 off if the drop-off location is outside of your pickup
10 area, it's further away?
11 MR. WITT: Objection. Calls for speculation.
12 You can answer.
13 BY MR. STILLER:
14 Q. If you know.
15 A. It would depend on the individual routes. Each
16 routes are different.
17 Q. So the driver clocks in, inspects the vehicle,
18 logs into the computer, fills out the Inspection Report.
19 They give a slip to the yard attendant, and they're off
20 to pick up for their shift?
21 MR. WITT: Objection. Misstates the testimony.
22 THE WITNESS: They clock in, inspect the
23 vehicle. Once they are done and the vehicle inspection
24 is okay, they leave the mileage slip, and they can head
25 out to their route.

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1 BY MR. STILLER:
2 Q. Correct me if you didn't say this, but they
3 communicate with dispatch throughout the day?
4 A. Yes, and after leaving, they would do a radio
5 check with dispatch. Part of their inspection is do a
6 radio check for each vehicle.
7 Q. There's a radio in each vehicle?
8 A. Yes.
9 Q. Why would they communicate with dispatch
10 throughout the day?
11 A. If there's an emergency or if they need to
12 communicate a communication. If a rider has a special
13 need, the rider, for example, doesn't have his I.D.,
14 they got to communicate with dispatch to let him know
15 the driver doesn't have I.D. The driver knows he can't
16 transport without proper identification.
17 Q. Would it be common for drivers to communicate
18 with dispatch on most of their shifts?
19 A. Yes.
20 Q. Then on the shift, you said they pick up the
21 passengers, and some passengers might need help securing
22 themselves in the vehicle, right?
23 A. You need to get out of the seat and assist
24 every rider.
25 Q. And you said before one of the ways they assist

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1 the rider is by securing the wheelchair?
2 A. Yes.
3 Q. How long does it take to secure a wheelchair if
4 you have an idea of that?
5 MR. WITT: Objection. Calls for speculation.
6 You can answer if you know.
7 THE WITNESS: It depends on the wheelchair.
8 There's so many different types of chairs out there now.
9 You could have a chair that's a very basic chair that
10 could take up to five minutes. You could have an
11 electric chair that's -- that doesn't have the -- none
12 of the compliance for them to have, and it could take a
13 driver ten minutes to do that chair.
14 BY MR. STILLER:
15 Q. I didn't ask you before.
16 When the route is set for the day, how is that
17 documented to the driver? How does the driver know what
18 the route is?
19 A. On his MDT he has a Mobile Data Unit. That's
20 another way he can communicate to dispatch.
21 Q. Is there any recording of the route for your
22 records so you can refer back to it later?
23 A. The driver has a trip sheet where he logs it
24 on, a sheet where he logs it on.
25 Q. Besides the trip sheet, the computerized route

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1 sheet, is there an electronic record kept?
2 A. Yes.
3 Q. How far back are those records kept, if you
4 know?
5 A. I don't know for sure how long they're kept.
6 Q. So if we were going to ask you for those
7 electronic records, how would we ask you for them in a
8 way you can understand?
9 A. If you wanted the electronic data for the trip
10 sheets for the day, "The driver's route for that day."
11 Q. Would the electronic data for the trip sheets
12 for that day match up with the driver's trip log, the
13 written trip log they keep?
14 MR. WITT: Objection. Calls for speculation.
15 You can answer if you know.
16 THE WITNESS: I can't exactly because I don't
17 use that software very often, so I know it would have a
18 record of the trips, this and that, all the data for
19 what the driver did for the day.
20 BY MR. STILLER:
21 Q. What's that software called?
22 A. What I use is ATBOS. They also have DDS that
23 the trip sheets are going to.
24 Q. Can you spell that?
25 A. A-T-B-O-S.

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1 Q. So at what point does the passenger pay for the
2 service?
3 A. Currently they can pay -- before boarding when
4 you first approach before they board it, the FTA obtains
5 the rules for ADA Paratransit, what they call regional
6 modification.
7 Rider fills out any regional modification
8 before they are seated. They can pay then too.
9 Q. When did that happen?
10 A. About two years now, the regional modification
11 and beyond the curb.
12 Q. Do they ever pay when they make the
13 reservation?
14 A. No.
15 Q. The only way the passenger pays is when they
16 board the vehicle, either upon boarding or after they're
17 secured in the vehicle?
18 A. Yes.
19 Q. The driver then takes the payment?
20 A. Yes.
21 Q. How does the driver receive the payment?
22 A. Depends what method of payment. If they're
23 paying cash, the driver would take the cash before
24 loading.
25 If they're paying with a credit card, the

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1 driver will use the MDT to strike the credit card
2 manually to input the data. If they're paying with a
3 coupon, the driver will take a coupon.
4 Q. Those are the three ways? Cash, credit card
5 and coupon?
6 A. With Metro it's getting rid of now, but they
7 can use the Metro bus token.
8 Q. How much does a ride cost?
9 A. Currently it's 2.75.
10 Q. No matter how long the ride is?
11 A. No. A longer trip, like the trip, for example,
12 coming from Inglewood to here, that would be 3.75.
13 Q. What is the distance that would determine
14 whether it's 2.75 or 3.75?
15 A. I'm not sure. I think it's 22 miles, but I'm
16 not 100-percent sure. I don't deal with that part.
17 Q. Is there any pricing besides the 2.75 or the
18 3.75?
19 A. I'm not sure.
20 Q. So the driver receives the fares, completes the
21 route, and then is that the end of the shift?
22 That's what the shift consists of? That's all
23 the work the driver does during the shift?
24 MR. WITT: Objection. It's confusing, the form
25 of the question. You can answer.

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1 MR. STILLER: Let me rephrase that. Maybe we
2 can break it down even more specifically.
3 BY MR. STILLER:
4 Q. So the driver picks up the passenger. After
5 the passenger is dropped off, say once all the
6 passengers are dropped off at the end of the day, what
7 does the driver do next?
8 A. He would secure his vehicle. For example, if
9 we had wheelchair tie downs, he would pick them up,
10 notify dispatch that he's clear in which he would have a
11 message on his screen where he can send it in saying
12 he's clear and on his route telling him to fuel up.
13 And he'd get fuel, come to the yard, clean his
14 vehicle, complete his paperwork and then clock out.
15 Q. Okay. Is there a maximum number -- are their
16 like a maximum number of -- strike that.
17 Is there an amount of time that dispatch tries
18 to have the route take for the day?
19 A. Dispatch? No. They just adhere to the
20 driver's schedule.
21 Q. Does Global Paratransit try to restrict the
22 routes to only take a certain amount of time each shift?
23 A. The goal is to have the shift meet the driver's
24 shift. For example, if it's an eight-hour driver,
25 they'll try to give him an eight-hour route.

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1 Q. So you said if it's an eight-hour driver. What
2 does that mean?
3 A. He's scheduled for eight hours or she is
4 scheduled to work eight hours that day.
5 Q. So the driver's schedules are determined in
6 advance?
7 A. Yes.
8 Q. Are there some drivers that -- where all of
9 their shifts are supposed to be eight-hour shifts?
10 A. Yes.
11 Q. And what are the other lengths of shifts that
12 the drivers are supposed to work besides eight hours?
13 A. 9 and 10.
14 Q. So you know when you get a job as a driver at
15 Global Paratransit, that you'll either be scheduled for
16 an 8, 9 or 10-hour shift generally; is that right?
17 A. Yes.
18 Q. How many of the drivers are eight-hour drivers?
19 A. I don't know often the top of my head, the
20 number. I would say eight hours, 60 to 70 percent.
21 Q. If you could estimate a percentage for the
22 nine-hour drivers?
23 A. Very small. Probably like ten.
24 Q. Ten percent?
25 A. Or less.

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1 Q. And the ten-hour drivers?
2 A. I would say about 20 percent.
3 Q. I'd like to mark Exhibit 2.
4 (Whereupon, Exhibit 2 was marked for
5 identification.)
6 BY MR. STILLER:
7 Q. Mr. Harris, do you have Exhibit 2 in front of
8 you?
9 A. Yes.
10 Q. Take a second to review it, if you could,
11 please. Have you seen this document before?
12 A. Yes.
13 Q. What is this?
14 A. The Job Description Driver.
15 Q. Do you see where it says, "Essential duties and
16 responsibilities"?
17 A. Yes.
18 Q. Are these generally the driver's duties during
19 their shifts?
20 A. Yes.
21 Q. Do you see under, "Qualifications," do you see
22 the second bullet point from the bottom in that at that
23 category? It says ability to work any schedule to
24 accommodate the company's 24/7 obligation. Is that a
25 qualification for drivers?

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1 A. Yes.
2 Q. Is the job description provided to drivers when
3 they first start working there?
4 A. Yes.
5 Q. Are you familiar with the onboarding process
6 for drivers when they first start working at Global
7 Paratransit?
8 MR. WITT: Objection. Vague. You can answer.
9 THE WITNESS: I don't understand.
10 BY MR. STILLER:
11 Q. Are you familiar with any documents the drivers
12 sign when they first start working with Global
13 Paratransit?
14 A. Just mainly the ones from training.
15 Q. What documents are the drivers provided in
16 training?
17 A. It will be mainly documents on anything they
18 trained on.
19 Q. What are those kinds of things?
20 A. Wheelchair securement, bloodborne pathogens,
21 sexual harassment, aiding the visually impaired, service
22 animals, defensive driving course, the DDC system,
23 Access policies and procedures, California State Rules
24 of the Road, regular rules of the road like to get your
25 license, uniform policy they would have there, the

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1 acknowledgement that you understand how to fill out the
2 trip sheet, how to fill out the inspection, that you've
3 been trained on these items, that you understand how to
4 perform these duties.
5 Q. Are you familiar with when employees are
6 provided with the employee handbook?
7 A. Yes. I think it's provided usually upon hiring
8 or on the first day of class.
9 Q. Are you responsible for ensuring that the
10 handbook is provided to drivers when they first start
11 working there?
12 A. No.
13 Q. Who's responsible for that?
14 A. Human resources.
15 Q. Does human resources obtain other --
16 Does human resources provide other documents to
17 the drivers besides the ones you just mentioned?
18 A. Yes.
19 Q. But you're not familiar with what those
20 documents are?
21 A. No.
22 Q. Who from human resources provides the documents
23 to the driver when they start working there?
24 A. It would be Lina, Lina Greenberg.
25 Q. L-E-E-N-A?

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1 A. L-I-N-A.
2 Q. Is Lina Greenberg the head of HR?
3 A. Yes.
4 Q. Do you happen to know her job title?
5 A. Human resource manager, I think.
6 MR. STILLER: I'll mark as Exhibit 3.
7 (Whereupon, Exhibit 3 was marked for
8 identification.)
9 BY MR. STILLER:
10 Q. Mr. Harris, do you have Exhibit 3 in front of
11 you?
12 A. Yes.
13 Q. Please take a moment to familiarize yourself
14 with it. Let me know when you're done, if you could.
15 A. Okay.
16 Q. Before you mentioned there's a handwritten
17 driver trip log that the driver fills out for each
18 shift, correct?
19 A. Yes.
20 Q. Is this a example of that type of trip log?
21 A. Yes.
22 Q. Had the trip logs been in the same format
23 during the time that you've worked at Global
24 Paratransit?
25 A. Yes. We recently obtained basically the same.

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1 Q. So maybe we can walk through some of this
2 information that I'm not really familiar with here. On
3 the left-hand column, it says "Trip I.D."?
4 A. Yeah.
5 Q. What does that refer to?
6 A. That's the trip I.D., the I.D. number for that
7 trip. Each individual trip has an I.D. number. This
8 here is using the last three digits of the I.D. number.
9 It's usually six digits long.
10 Q. When you say the trip has an I.D. number, is
11 that the entire pickup and drop-off has one I.D. number?
12 A. Yes.
13 Q. So if I make a reservation, the driver picks me
14 up that morning. And I -- for example, it would be trip
15 I.D. 492. That's logged when the driver picks me up,
16 correct?
17 A. That's the number that was actually that I.D.
18 number was created when they made the reservation.
19 Q. Would there be another entry for 492 when that
20 person is dropped off?
21 A. For 492, it should be on the drop-off. For the
22 492, it should be 280 for that particular one was the
23 drop-off I.D.
24 Q. So there's a different I.D. for the pickup and
25 drop-off?

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1 A. Yeah.
2 Q. So the same person would have one I.D. for the
3 pickup and one I.D. for the drop-off?
4 A. Yes.
5 Q. I see under "Trip I.D.," there's another 492
6 after the first one.
7 Do you see that?
8 A. Yes.
9 Q. Why is there a second entry for the same
10 number?
11 A. It looks like it's canceled. It's looks like
12 that was a rebook. For some reason, that trip was
13 rebooked, and the scheduled time was moved back from
14 5:30 to a scheduled time of 5:37 which more than likely
15 means the caller called and asked for more time, but
16 from reading the trip sheet, didn't need it after all.
17 Q. Generally that would be one trip I.D. for the
18 pickup and one trip I.D. for the drop-off. There
19 wouldn't be duplicate entries; that's correct?
20 A. Correct.
21 Q. The only way there would be duplicate entries
22 is if the same passenger had to make a change to their
23 reservation, the new time would be logged, correct?
24 A. Would be logged. You want to be able to track
25 that particular trip or that I.D.

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1 Q. Are you familiar with the process for how trip
2 I.D.s are assigned?
3 A. No.
4 Q. Do you know whether they're assigned
5 automatically by a computer system?
6 A. Should be by the computer system when the
7 reservation is made.
8 Q. What's the name of that system that creates the
9 I.D.?
10 A. The one we have now is Trapeze.
11 Q. Trapeze?
12 A. Yeah.
13 Q. When did you start using Trapeze?
14 A. A year or two, it's upgraded to Trapeze.
15 Q. What did you use before Trapeze?
16 A. DDS.
17 Q. How long of a period of time did you use DDS?
18 A. Since I worked at Global, I've used DDS.
19 Q. Did DDS create the trip I.D. itself as well?
20 A. It would be created in DDS or TSS. I'm not
21 sure which one creates the I.D.
22 Q. Okay. So if we take another look at the trip
23 log, over to the right, there's a column for, under
24 "Time," it says "Schedule and actual."
25 Do you see that?

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1 A. Yes.
2 Q. So what is the entry for "Schedule" refer to?
3 A. The time that the trip is scheduled for that
4 the pickup is scheduled for.
5 Q. For example, this trip number 492 was scheduled
6 for 5:30 a.m. that day?
7 A. Yes.
8 Q. What does "Actual" refer to?
9 A. The time the driver actually arrived.
10 Q. So the -- the driver's handwriting isn't great,
11 but to me it looks like 5:09?
12 A. Yes.
13 Q. So the scheduled trip time, as an example for
14 trip I.D. 492 is 5:30, but the driver logged that he
15 showed up at 5:09 a.m., correct?
16 A. Yes.
17 Q. Now the scheduled times, you said those are
18 created by dispatch the night before the route is to be
19 driven, correct?
20 A. No.
21 Q. When are the scheduled times created?
22 A. When the reservation is made.
23 Q. I see. Then dispatch creates the route based
24 on those scheduled times?
25 A. Right.

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1 Q. At what point does the driver enter the
2 scheduled times on this driver's trip log?
3 A. Right when he's doing his run. For example, on
4 this one here when the driver was leaving, the driver
5 normally would do, for his first pickup right here,
6 would have wrote down the information.
7 Even before he left, on leaving the yard, he
8 would have wrote down what the scheduled time was. It
9 would depend on the individual driver, how he would
10 write it.
11 It depends on how the individual works.
12 Someone likes do it one at a time because they don't
13 like to do the scratch-outs like you see on the third
14 line. You got other drivers that will write it out.
15 Q. Is the schedule known to the drivers at the
16 beginning of the shift?
17 A. Yes.
18 Q. And the time is the actual pickups and drop-
19 offs for the day?
20 A. Yes.
21 Q. How far apart are the scheduled times spaced?
22 A. It would vary on the individual route and the
23 location of the pickups. If somebody was being picked
24 up, for example, here at this address and another one
25 was just a block down, they could be spaced out to three

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1 minutes apart, actually six minutes apart because you
2 have a five-minute period to come out.
3 Q. Okay. So that's helpful.
4 So you have the scheduled time, and then they
5 build in five minutes for each pickup to load the
6 passenger and that type of thing, correct?
7 A. Correct.
8 Q. Then for a longer trip, they might schedule the
9 pickup times farther apart, correct?
10 A. Yes. It depends on your route.
11 Q. What's the shortest route? Is there a shortest
12 route?
13 MR. WITT: Objection. Vague. If you know.
14 THE WITNESS: It depends on the individual
15 route. It's individualized the way the system works.
16 You could have a route for that day you didn't do 20
17 miles but you picked up 30 people because you stayed
18 local.
19 BY MR. STILLER:
20 Q. Were there other routes, like we said earlier,
21 they might be going from South Bay up here to Encino?
22 A. Yes.
23 Q. We know from L.A. traffic, that trip could take
24 a long time?
25 A. Especially during rush hour, yes.

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1 Q. If dispatch knows that the person, for example,
2 wants to go from South Bay to Encino, they would
3 schedule -- would they schedule over an hour for that
4 trip?
5 MR. WITT: Objection. Calls for speculation.
6 THE WITNESS: It all depends on the trip, the
7 time of day. It's a lot of factors that goes into that.
8 BY MR. STILLER:
9 Q. Is that done automatically by the computer?
10 A. Some of those factors can be adjusted by the
11 dispatcher. The parameters are adjusted by the system.
12 Q. So the computer decides every scheduled pickup
13 time based on the reservation, correct?
14 A. The majority.
15 Q. Dispatch can make tweaks to that as necessary
16 during the day?
17 A. Yes.
18 Q. And then next to "Time on," if you'll refer to
19 the driver's trip log, there's a column for "Status."
20 What does that mean?
21 A. That's the status whether it was a cancel or
22 no-show.
23 Q. The next column over, there's passenger type
24 and there's a few categories.
25 Do you see that?

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1 A. Yes.
2 Q. "WCH," I'm guessing "wheelchair," correct?
3 A. Correct.
4 Q. "AMB" is "Ambulatory passengers." Is that what
5 that refers to?
6 A. Yes.
7 Q. What is "PCA"?
8 A. Personal care assistant.
9 Q. Some passengers travel along with their own
10 assistant?
11 A. Yes.
12 Q. The next column over says greater than five; is
13 that right?
14 A. Yes.
15 Q. What does that mean?
16 A. That they -- an example -- a rider has a PCA
17 and two guests, and they can't go greater than five. A
18 rider can bring a PCA. A personal care assistant is
19 required to be the rider does not have to pay. A guest
20 would have to pay that's traveling with them.
21 Q. So the maximum number of people who can ride
22 with a passenger is five?
23 A. Counting the passenger would be that. And
24 usually for that to happen, one would have to be in a
25 wheelchair.

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1 Q. The fare column I take it is the fare the
2 driver collects when the passenger enters the vehicle?
3 A. Yes.
4 Q. The next column is CC. That's credit card,
5 right?
6 A. The credit cards.
7 Q. If the fare was collected by credit card, there
8 would be a mark in that column?
9 A. Yes.
10 Q. The last column on the right says "Miles."
11 What does that refer to?
12 A. The miles of that trip.
13 Q. So looks like 492, just to take for an example,
14 this first entry on the trip I.D. 492 was a 19-mile
15 trip, right?
16 A. Yes.
17 Q. The driver collected 2.50, and the passenger
18 was in an ambulance?
19 A. Ambulatory.
20 Q. Excuse me. Ambulatory.
21 Then the driver logs the totals for all of
22 these things on the bottom of the page, correct?
23 A. Yes.
24 Q. This is done throughout the entire shift each
25 shift, correct?

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1 A. Yes.
2 Q. If you look on the second page of this Exhibit
3 -- it's marked GPI 473 -- it looks like the last
4 scheduled pickup time for this shift is --
5 Does that say "15:27" it looks like? Do you
6 see that?
7 A. That's what it looks like, yes.
8 Q. That would be 3:27 p.m., correct?
9 A. Uh-huh.
10 Q. On the "Actual" column, the driver picked up
11 that passenger at 15:23, so 3:23 p.m., correct?
12 A. Yes.
13 Q. That was a four-mile ride, and the drop-off was
14 completed at 16:13, which is 4:13 p.m., correct?
15 A. Yes.
16 Q. So then after the last drop-off was completed,
17 the driver you said would return the vehicle to the yard
18 and complete the end-of-the-day inspection of the
19 vehicle, right?
20 MR. WITT: Objection. Misstates testimony.
21 You can answer.
22 THE WITNESS: He would fuel and then return to
23 the yard.
24 BY MR. STILLER:
25 Q. Okay. Is there a record kept of the time the

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1 driver returns to the yard?
2 A. No.
3 Q. Does Global Paratransit keep -- let me ask an
4 initial question.
5 The end-of-the-day vehicle inspection, does the
6 driver complete a report for that inspection?
7 A. No. He does it on his DVI. He's doing what's
8 called his post-trip. When the driver would do it, he
9 would actually sweep out and mop the floor of the
10 vehicle, put away any trash, put away any of his tie
11 downs. He'll do a posttrip which is on the same DVI
12 inspection as the one he went out.
13 Q. So the same paper is used for the pretrip and
14 posttrip inspection?
15 A. Yeah.
16 Q. I'll remind you that sometimes you anticipate
17 where my question is going --
18 A. Yeah.
19 Q. -- just like now. I don't want to make you
20 feel bad. That's how we talk to each other in normal
21 speech. I want the transcript to be clear.
22 Even if it might feel awkward, I want you to
23 let me totally finish my question before you answer.
24 Okay?
25 A. Okay.

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1 Q. Posttrip you said they complete the same
2 report. They complete the same piece of paper to fill
3 out the posttrip inspection as the pretrip inspection,
4 correct?
5 A. It's nothing you have to fill in. If there's
6 no damage and nothing was done with the vehicle, they
7 have a yellow tag if they feel it's something they want
8 the shop to look at as part of the posttrip.
9 Let's say at the end of the posttrip, you said
10 when I was coming into the yard, the check engine light
11 came on, so you would fill out that yellow tag and put
12 it on that vehicle on the posttrip.
13 Q. You'd park that vehicle in the designated space
14 in the lot?
15 A. You would leave it, and the lot attendant would
16 move it for you.
17 Q. What do you do after you inspect the vehicle
18 and complete the posttrip inspection report?
19 A. After you're done, there you'd complete your
20 paperwork if you need to. If there's any Incident
21 Report or anything you need to do, you will have an
22 opportunity to fill out those. If not, you would
23 complete this paperwork.
24 Other drivers would like to tally what their
25 fares was for the day, and they would fold it up, put it

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1 in a Ziploc bag, and put it in the drop box.
2 Q. Okay. What happens next in the shift?
3 A. Then after that, they're done. They can clock
4 out then.
5 Q. Are the vehicles tracked by GPS?
6 A. Yes.
7 Q. What's the purpose of that?
8 A. It's for the GPS verification for the on-time
9 performance, and in case you need to -- something
10 happens to a driver, you have a location where you can
11 find him.
12 Q. So dispatch -- is it dispatch that monitors the
13 GPS?
14 A. Yes.
15 Q. And you said one of the reasons that the GPS is
16 used is to track on-time performance, right?
17 A. On-time. Also you, for example, you had
18 another trip that could fit in with the route and the
19 driver is close by there, you could add it to that
20 driver since he's real close and not have another
21 vehicle go over there.
22 Q. Are records kept of any of the GPS information?
23 A. I think so.
24 Q. But you don't know for sure?
25 A. I know with the system it would be, if I needed

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1 to check to see what a driver did the day before, I
2 could do it with Google Earth with some of the drivers.
3 Q. You could use Google Earth to track the driver
4 release, right, the day before?
5 A. When he loaded for the day before.
6 Q. How far?
7 A. That's what I don't know. I don't know how far
8 that's kept.
9 Q. You know for sure you can check for the day
10 before. But beyond that, you don't know?
11 A. I don't know how long it goes back.
12 Q. When you check for the day before, can you see
13 what times the driver made each pickup and drop-off?
14 A. Yes.
15 Q. So you kind of have --
16 The trip log is kind of an additional way of
17 tracking some of the same information that's done by the
18 GPS, correct?
19 A. Yes.
20 Q. The trip login information itself, is this ever
21 entered into a computer?
22 A. Yes.
23 Q. When is that done?
24 A. It would be the next day at the farthest out.
25 If it happened on Friday at the latest, it would be on

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1 Monday.
2 Q. Is that done the entire time you've been there?
3 A. Yes.
4 Q. So you have an electronic version of each of
5 the trip logs, correct?
6 A. Yes.
7 Q. If I wanted to ask for those, how would I ask
8 for them in a way you would understand?
9 A. I guess it would be an electronic printout for
10 the trip sheets for this particular day for this driver.
11 Q. Okay. What's the program used to record the
12 information that's written on the trip logs?
13 A. I believe she uses TSS for that.
14 Q. TSS?
15 A. Uh-huh. Who is the person in charge of
16 recording that?
17 A. That would be Jasmine.
18 Q. Jasmine?
19 A. Uh-huh.
20 Q. What's Jasmine's last name?
21 A. I'll spell it, and I'll probably get it wrong.
22 K-A-Z-U-N, and I forget the rest.
23 Q. That's enough.
24 A. Okay.
25 Q. Now you saw online, there was reference to a

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1 checkpoint. I'm not familiar where that.
2 Are you familiar with what the checkpoint is in
3 reference to the routes driven by Global Paratransit
4 drivers?
5 A. Which checkpoint? There could be several
6 different checkpoints.
7 Q. That's helpful. Maybe you can explain what a
8 checkpoint is.
9 A. An example I can give is Rancho Los Amigos,
10 it's such a big hub for so many trips that goes through
11 there. They call it a checkpoint. That's a person that
12 has to check and assist you with getting a rider.
13 Brea has one also because it has a large volume
14 of checks, large volume of -- for Rancho Los Amigos, you
15 will have all five providers from Access, all five goes
16 into constantly all day long in and out of Rancho Los
17 Amigos and Isla Vista because it's a big transfer point.
18 If you got a rider there that assists the
19 drivers with getting the riders matching the rider with
20 the vehicle, they already know vehicle 4003 is coming
21 with Mrs. Smith. They start the system, and they go
22 into that vehicle.
23 Q. It might be better even if the passenger is
24 being transported by one of your competitor companies,
25 you might arrange it for that passenger to be left at a

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1 checkpoint to be picked up by your company if that's
2 best for the record, correct?
3 A. That's not it because of the large volume of
4 riders that's at that particular location.
5 Q. So is the checkpoint a particular stop multiple
6 riders might go to?
7 A. Like Rancho Los Amigos, it would be the
8 checkpoint they would have they would use, you would go
9 there.
10 But I'll say the checkpoint is so vague because
11 Brea has one. The phrase "checkpoint" is also when you
12 leave in the yard and are given a piece of paper. Some
13 drivers refer to that as a checkpoint. "I checked out
14 with the lot attendant." It's vague on how that's used.
15 Q. I'm not familiar, but I appreciate your
16 testimony on it.
17 So you said generally, and correct me if I'm
18 wrong, the passenger is picked up at their home, but
19 there might be instances where they are picked up at --
20 A. They can travel from anywhere. We pick up from
21 anywhere.
22 Q. How would a passenger decide to go to a
23 checkpoint to be picked up?
24 A. A checkpoint would be that facility. That
25 means that facility has a checkpoint. For example, I

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1 called them designated stops. Rancho Los Amigos has a
2 designated stop because of their volume.
3 If they're going to Trade Tech, Trade Tech has
4 three Access-designated stops. The airport has one.
5 Some people refer to it as a checkpoint, but it's really
6 an Access pickup point.
7 All the colleges have some -- Dominguez has
8 three because of the size of the campus. UCLA has 3 or
9 4, and that's where, like, for example, I'm going to say
10 I'm going to be at UCLA, give the physical address and
11 I'm going to be picked up at stand number three.
12 A lot of drivers say I'm going to checkpoint
13 three. In Encino it's just a pickup stand number three
14 at UCLA.
15 Q. I understand. Thank you.
16 So we went over the process for drivers to pick
17 passengers up. We went over what they do during the
18 shift, completing the route, and what they do at the end
19 of the shift.
20 Are there any other duties that the driver
21 performs for their job that we haven't discussed yet?
22 A. Like I said, it would just be if they had an
23 Incident Report or if they needed to fill out like, for
24 example, at the end of the shift, if I need to see a
25 driver, I'll let them know when the driver comes to the

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1 yard to come see me, before they clean their vehicle to
2 come see me or if I need to direct them to another
3 department.
4 Q. Is the driver with their vehicle for the entire
5 shift once they start out for the day?
6 MR. WITT: Objection. Vague and ambiguous.
7 But you can answer.
8 THE WITNESS: No.
9 BY MR. STILLER:
10 Q. Why not?
11 A. Because they took their break, their lunches,
12 they're not with their vehicle. When they go to the
13 assist the rider, they technically are away from their
14 vehicle.
15 If they assist the rider for curb-to-curb
16 service with the new FTA rules Beyond the Curb
17 Reasonable Accommodation, you have to take the rider
18 within 60 feet of the vehicle.
19 You can't take them inside of the building, but
20 you can take them to the door now.
21 Q. Okay. Are there cameras in the vehicles?
22 A. Yes.
23 Q. Is the camera recording the entire time that
24 the vehicle is in operation?
25 A. Yes, but it only has the triggers of for when

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1 it will be downloaded to document it. So it has
2 triggers. You can hit a bump and trigger it. Turning
3 too fast, stopping too fast would trigger and put a
4 recording into the log.
5 To get any time point outside of that if it
6 wasn't triggered, you would have to request that time
7 log.
8 Q. Are the time logs that aren't triggered kept by
9 Global Paratransit or deleted?
10 A. None of them are kept by Global. So it's
11 Access Transit, and I'm not sure how long they keep it.
12 I know if we don't request it and ask someone to keep
13 something, I know it's not very long. I just know the
14 time frame.
15 Q. Do you know former employees Stephen Brough or
16 Edgar Becerra, the plaintiffs in this action?
17 A. Stephen Brough, yeah. I always see Stephen
18 Brough and Edgar, yes.
19 Q. You know them both?
20 A. Yeah.
21 Q. When is the first time that you met Stephen
22 Brough?
23 A. It would have had to have been when Stephen was
24 in training. I don't remember when, but it probably was
25 in training.

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1 Q. Did you do Stephen's training?
2 A. No.
3 Q. Who oversaw Stephen's training?
4 A. Manuel Ramos. At that time point, it could
5 have been Lafayette lot.
6 Q. It's Lafayette lot?
7 A. Yes.
8 Q. Are you saying there's a different supervisors
9 for veterans?
10 A. No. I'm saying because of how long Stephen
11 started. Lafayette used to be their training manager.
12 He had a stroke and could no longer continue.
13 Q. Okay. And when did you first meet Edgar
14 Becerra?
15 A. It would have been probably same time during
16 their training. During the training, trainer brings the
17 trainees around to give a tour of the facility, and
18 that's normally when I meet the new employees.
19 Stephen has been there so long. I used to do
20 the interviews, but I don't think I ever interviewed
21 Stephen. I can't remember.
22 Q. Besides the meeting that you had when they
23 might have been brought around to your office when they
24 were first hired, were you involved with their training
25 at all?

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1 A. No. Only thing I'll give them a little pep
2 talk of the rules, some of the rules: Be safe. Report
3 anything no matter how minute. Report, report, report.
4 That's one of the things I stress when they
5 come around.
6 Q. Did you review the personnel files for either
7 Mr. Brough or Mr. Becerra in preparation for your
8 deposition today?
9 A. No.
10 Q. Have you reviewed their personnel files in
11 relation to this case at all?
12 A. No.
13 Q. You identified some of the people who report to
14 you and who you report to.
15 Are you familiar with Lee Habibi?
16 A. Yes.
17 Q. Who is that?
18 A. Lee is a former general manager. And when he
19 left, he was the IT manager.
20 Q. Are you familiar with approximately when
21 Mr. Habibi left?
22 A. Lee left and come back within the last year. I
23 can't remember exactly when.
24 Q. Margarita Valet?
25 A. Ms. Valet.

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1 Q. What's her position?
2 A. He doesn't have a position with Global.
3 Q. What was her position?
4 A. At one point, she was a trainer.
5 Q. For Global?
6 A. At one point, yes.
7 Q. She's no longer there?
8 A. No.
9 Q. Off the record.
10 THE VIDEOGRAPHER: We're now going off the
11 record. The time is 11:24 a.m.
12 (A recess was taken at 11:24 a.m., and
13 back on the record 11:39 a.m.)
14 THE VIDEOGRAPHER: We're now back back on the
15 record, and this marks the beginning of tape number two.
16 The time is 11:39 a.m.
17 BY MR. STILLER:
18 Q. Mr. Harris, are Global Paratransit's drivers
19 paid hourly?
20 A. Yes.
21 Q. Do you know their starting rate of pay?
22 A. Yes.
23 Q. What is that?
24 A. 13.25.
25 Q. Some drivers are given raises throughout their

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1 tenure there, I'm guessing?
2 A. Yes.
3 Q. How did Global keep track of the driver's
4 hours?
5 MR. WITT: Objection. It's vague and
6 ambiguous, but you can answer.
7 THE WITNESS: Which hours?
8 BY MR. STILLER:
9 Q. The hours that they work?
10 A. It's through the pay stub, through the payroll.
11 Right now it's Trinet.
12 Q. So you said before that drivers clock in at the
13 beginning of their shift at the yard, correct?
14 A. Yes.
15 Q. Where is the clock in location at the yard?
16 A. It's right when you first come into the yard,
17 there's I'll call it a window dispatcher.
18 Right there as soon as you come in, there's a
19 check right there and a thumbprint for the time clock is
20 right there.
21 Q. When you say thumbprint, what does that mean?
22 A. They clock in with their thumb. They can use
23 whatever finger actually. It logs into the system.
24 Q. They put in their thumb, and it verifies that's
25 the right person?

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1 A. Yes.
2 Q. Is that the same method that the drivers use to
3 clock out at the end of the shift?
4 A. Yes.
5 Q. Is there any clock-in or clock-out device
6 within the vehicle?
7 A. With the MDT they can load -- the Mobile Data
8 Unit, that's where they load all their trips.
9 They hit the button to let them know they have
10 the rider on board. When they drop off the rider, they
11 hit the button. Most of the drivers, you prefer to
12 communicate digitally. That way you don't have to use
13 the microphone.
14 Q. How long has the MDT system been in place since
15 you've been there?
16 A. Since I've been there.
17 Q. We'll get into this a little bit more later.
18 But you said they can load their lunch?
19 A. Yes.
20 Q. Do they actually clock out for their lunch?
21 A. If they load it, they would load it.
22 Q. What does that mean? To load it?
23 A. Like say, example, it would say Darian, I'm
24 clear. I'm going to load my lunch. That way the
25 dispatcher gets a signal "I'm at lunch. I'm probably

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1 going to be away from the vehicle for the next
2 30 minutes.
3 Q. So they communicate that to dispatch through
4 the MDT?
5 A. Yes.
6 Q. Do they radio dispatch?
7 A. Only if the computer is say within an area
8 where something happened. Sometimes you have a place in
9 Palos Verdes that can be difficult to load at. Because
10 of where the destination is, we have a problem with the
11 data link.
12 They would do the radio, but usually they would
13 load it. The drivers prefer not to use the radio as
14 much as possible. They would load it. If it didn't go
15 through, they would drive it to where the MDT is back on
16 and load it from there.
17 Q. For the timekeeping system for purposes of
18 payroll, who -- how is the time recorded when the driver
19 clocks out for lunch?
20 A. The drivers log in here on this trip sheet.
21 Q. Does the driver actually enter a time, or is
22 that done through the thumbprint as well?
23 A. No. They enter it here on the trip sheet.
24 Q. So the dispatch has nothing to do with it. The
25 only purpose of notifying dispatch is so dispatch is

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1 aware that the driver is no longer going to be driving
2 for a period of time?
3 A. And to notify dispatch they had their lunch,
4 make sure they have taken their lunch.
5 Q. Are they supposed to notify dispatch before
6 they go to lunch every shift?
7 A. Load your lunch when you start it. Load it
8 when you're back. I can do calls.
9 Q. Who at Global Paratransit is in charge of
10 keeping and maintaining the employee time records for
11 their time worked?
12 A. Human resources.
13 Q. Would that be -- was it Ms. Greenberg you
14 mentioned before?
15 A. Anything in human resources channels up to
16 Ms. Greenberg, yes.
17 Q. Do you know how far back the company keeps
18 timekeeping records?
19 A. No. I can't say I know exactly when. I know
20 she should have -- I know she's got to have three years
21 because that's what the FTA grants Access. I know it's
22 got to be that as a minimum. That's required by the
23 program, by the contract.
24 Q. Do you know whether the meal period times are
25 logged as part of the time records that the company

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1 keeps?
2 MR. WITT: Objection. It's vague. Sir, if you
3 know and understand.
4 THE WITNESS: I'm going by the trip sheet
5 that's on here. If it's not on here, it's given back
6 for me to give to the employees to make sure they
7 finish, complete their trip sheet.
8 When it's reviewed the next day, they're going
9 to say, Darian, this person didn't complete their trip
10 sheet. This is the information they needed, and that's
11 when I'll hunt them down to fill it in.
12 BY MR. STILLER:
13 Q. So their failure to log in a meal period time
14 you give them a trip sheet, and you make them put in a
15 meal period time?
16 A. Yes.
17 Q. You said the information from the driver's trip
18 log is entered into a computer system, right?
19 A. Yes.
20 Q. Would the meal period time also be entered as
21 part of that?
22 A. The one I pull out of -- I don't know for sure.
23 I think it should be, but I don't know for sure because
24 I use -- the ATBOS is the one I use because that's for
25 Access's program, and Access is really more about the

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1 ridership and the riders so they don't really -- for
2 Global's information, that's one I pull out of it. If
3 it's in MTS, I don't know.
4 Q. Would Ms. Greenberg be the Person Most
5 Knowledgeable on that topic?
6 A. Yes.
7 Q. Do you know if employees are paid the exact
8 time that they're clocked in or whether the time is
9 rounded at all? Are you familiar with that term,
10 "rounding"?
11 A. Yes.
12 Q. Do you know whether they're paid for the exact
13 time or whether they're paid off of rounded time?
14 A. Rounded.
15 Q. And in what increment is the time rounded?
16 A. It's rounded pretty much -- being a manager, I
17 would say it's rounded in the favor of the employee. I
18 can give you an example. That's the best I can give
19 you.
20 Say an employee clocked in at 7:54, that could
21 be rounded to 8 o'clock, but that same employee the next
22 day clocked in at 8:07. That 8:07 still would be
23 rounded to 8 o'clock.
24 Q. Okay. What about a clock in at 8:08?
25 A. I believe it would still go to the 8 o'clock.

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1 Q. Do you -- is this an area where Lina Greenberg
2 is in charge of overseeing?
3 A. Yes.
4 Q. So you don't know for sure whether an -- I'm
5 sorry. If I can just finish this question.
6 You don't know for sure whether it's 8:08
7 clock-in would be rounded to 8 o'clock, but you think it
8 is?
9 A. I believe so. I don't know for sure, no.
10 Q. Do you know if there's a written policy
11 regarding the rounding?
12 A. I do not know.
13 Q. Lina Greenberg would be the person to ask about
14 that?
15 A. Yes.
16 Q. Do you know whether the rounding happened
17 automatically on each shift?
18 A. I believe so, but I do not know for sure.
19 Q. You do not know because Lina is in charge of
20 the payroll?
21 A. In charge of the payroll, yeah, like any clock-
22 ins would be rounded.
23 Q. Do you know whether Global has ever had any
24 complaints about the rounding policy?
25 A. None that I know of.

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1 Q. Do you know whether the rounding policy has
2 been the same since you started there?
3 A. I don't know if it's the same. I believe so,
4 but we changed the payroll system a couple times. I
5 believe so.
6 Q. I'll mark this as Exhibit 4.
7 (Whereupon, Exhibit 4 was marked for
8 identification.)
9 BY MR. STILLER:
10 Q. Mr. Harris, are you looking at Exhibit 4?
11 A. Yes.
12 Q. Is this a document that on the first page says
13 GPI 00180?
14 A. Yes.
15 Q. Take a moment to familiarize yourself with this
16 document, and I'll ask you some questions about it.
17 Okay?
18 A. Okay.
19 Q. Do you see on --
20 Let's turn to the page marked GPI 00192. Are
21 you there?
22 A. Yes.
23 Q. Do you see a section on this page entitled
24 "Time recording"?
25 A. Yes.

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1 Q. I'll just read out loud the first sentence,
2 "The biometric time tracking system is to make sure the
3 employee receives the correct amount of pay."
4 A. Yes.
5 Q. Is the time tracking system the fingerprint
6 system you were talking about before?
7 A. Yes.
8 Q. You had a moment to review this document, and
9 feel free to take another second to review this section.
10 But does this appear to you an accurate
11 representation of the company's time recording policy?
12 A. Yes.
13 Q. Do you see anywhere within this policy any
14 information about the company's rounding policy?
15 A. No.
16 Q. We'll refer to this later in the deposition, so
17 for now you can put it aside. I'll mark the next
18 Exhibit 5.
19 (Whereupon, Exhibit 5 was marked for
20 identification.)
21 BY MR. STILLER:
22 Q. Mr. Harris, do you have Exhibit 5 in front of
23 you?
24 A. Yes.
25 Q. Have you seen this document before?

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1 A. No.
2 Q. Do you see where at the top it says "Brough" in
3 the column on the left?
4 A. Yes.
5 Q. "Stephen" to the right of that?
6 A. Yes.
7 Q. It has a number on column to the right of that?
8 A. Yes.
9 Q. Based on your review of this time sheet, does
10 this appear to be a copy of Mr. Brough's time log?
11 MR. WITT: Object. The document speaks for
12 itself. I'll have a standing objection. To the extent
13 you're asking him to read what's on the document, it
14 speaks for itself.
15 MR. STILLER: That's fine. Sure.
16 THE WITNESS: Yes.
17 BY MR. STILLER:
18 Q. If you wouldn't mind turning to the page marked
19 GPI 259, two pages in.
20 Do you see here at the top of the page, there's
21 an entry for Sunday, April 27, 2014. Do you see that
22 entry?
23 A. Yes.
24 Q. It's marked as a 12-hour shift, correct?
25 A. Yes.

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1 Q. Do you see where the starting time is noted at
2 4:25 a.m.?
3 A. Yes.
4 Q. And the end time is 5:03 p.m.?
5 A. Yes.
6 Q. Okay. I'd like to refer you to Exhibit 3, if
7 you could take a look at that again, please. I think
8 your attorney has it.
9 A. Okay.
10 Q. Are you now looking at Exhibit 3?
11 A. Yes.
12 Q. And this is the document at the bottom marked
13 GPI 472?
14 A. Yes.
15 Q. And is this a trip log for Mr. Brough from
16 April 27, 2014?
17 A. Yes.
18 Q. Is that the same date we just looked at the
19 time record for in Exhibit 5?
20 A. Yes.
21 Q. Can you see where in the trip log, it says his
22 shift started at 4:30 a.m.?
23 A. On the trip log, yes.
24 Q. And it ended at 5:03 p.m.?
25 A. It's written indirectly. But, yes. That

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1 actually says 5:03 a.m.
2 Q. You use military time?
3 A. Yes.
4 Q. On the time sheet, it says 4:25 a.m., correct,
5 as the starting time?
6 A. Yes.
7 Q. Maybe that was the thumbprint time?
8 A. Yes.
9 Q. And 5:03 p.m. was the thumbprint exit time,
10 correct?
11 A. Yes.
12 Q. All right. So 4:25 a.m. to 5:03 p.m., how many
13 hours is that? I don't want to make you do complex
14 math, but if you are able to calculate that?
15 A. It's 4:25, 12 hours. That's what they have
16 there, 12.
17 Q. They have 12 there. 4:25 a.m. to 4:25 p.m.
18 would be 12 hours exactly, right?
19 A. Correct.
20 Q. And then between 4:25 p.m. and 5:03 p.m.,
21 that's an additional 38 minutes; is that right?
22 A. Yes.
23 Q. So you have the total shift length of 12 hours
24 38 minutes, right?
25 A. Correct.

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1 Q. But he was only paid for 12 hours, right?
2 A. Yes.
3 MR. WITT: I'm going to object that that was
4 vague. But you can answer.
5 BY MR. STILLER:
6 Q. So the --
7 MR. WITT: That also called for speculation.
8 BY MR. STILLER:
9 Q. The 38 minutes, do you know why those weren't
10 included in his pay?
11 A. 30 minutes would have been a lunch which he has
12 on his trip sheet. 30 minutes was the lunch.
13 Q. What about the remaining eight minutes?
14 A. Looks like it was part of the rounding.
15 Q. We can put this aside for a second.
16 You said that the drivers collect payment from
17 each of the passengers on each trip, correct?
18 A. Yes.
19 Q. And you said that the payment can be made in a
20 few ways, including cash or credit card, correct?
21 A. Yes.
22 Q. And the driver takes the payment in the
23 vehicle, right?
24 A. Yes, or right outside of the vehicle.
25 Q. Do they have a safe in the vehicle for the cash

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1 they take? How is the cash kept?
2 A. No. The driver keeps the cash.
3 Q. Where? Physically where is the cash kept?
4 A. It depends on the individual driver.
5 Q. So they have to choose how they want to keep
6 the cash?
7 A. Yes.
8 Q. And it's their responsibility to make sure the
9 cash is held onto and returned to Global Paratransit at
10 the end of the day, correct?
11 A. No.
12 MR. WITT: Objection. Vague and ambiguous.
13 Calls for speculation. You can answer.
14 THE WITNESS: No.
15 BY MR. STILLER:
16 Q. Whose responsibility is it to hold onto the
17 cash?
18 A. It's the driver's cash.
19 Q. Excuse me?
20 A. The driver keeps the cash.
21 Q. The driver keeps the cash at the end of the
22 day?
23 A. Yes.
24 Q. How does Global Paratransit know how much cash
25 the driver is keeping?

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1 A. It's what the driver has dictated on their trip
2 sheet. And also the riders, when they make their
3 reservation, they put down whether they're going to pay
4 with cash or credit card.
5 But upon the time of the reservation, the rider
6 tells them what their method of payment is going to be.
7 Q. So Global notes the amount of fares from the
8 trip sheet, and that's the amount that Global -- that's
9 how Global knows how much money the driver keeps at the
10 end of each shift, correct?
11 A. Correct.
12 Q. Is that cash considered part of the driver's
13 pay?
14 MR. WITT: Objection. It's vague and
15 ambiguous.
16 THE WITNESS: I have to say again, it's kind of
17 individually because of how the driver views it
18 individually. Different drivers view it different ways.
19 BY MR. STILLER:
20 Q. I'm just asking how Global pays the drivers.
21 A. The drivers keep the cash, and that cash is
22 deducted from their payroll.
23 Q. For example, if we can take another look at
24 Exhibit 3, which is the driver's trip log, it says
25 "fare" here, and it says fare was -- looks like all

Page 77

1 these trips where most of the trips it's 2.50, right?

2 A. Yes.

3 Q. And then on the second page of this exhibit,

4 GPI 473, looks like there's a 3.25 fare and a \$5 fare?

5 A. Yes.

6 Q. And the \$5 pay would be an additional

7 passenger?

8 A. You have one wheelchair, one ambulatory and one

9 PCA.

10 Q. At the bottom of this trip log, there's a

11 section that says "Total fare turned in." Do you see

12 that?

13 A. Yes.

14 Q. What does that refer to, "Total fare turned

15 in"?

16 A. That's referring to the total cash.

17 Q. So I'm a little confused because this says \$25

18 turned in, right?

19 A. Yes.

20 Q. When it says "Turned in," you said before that

21 doesn't mean turned into Global Paratransit, right?

22 A. No.

23 Q. The driver always keeps the cash?

24 A. Yes.

25 Q. The grand total of cash at the very bottom on

Page 78

1 the right of this page says \$33.25, correct?

2 A. Correct.

3 Q. Do you know why the total cash turned in is a

4 different number?

5 A. Yes. If you go to the top of the sheet, 043,

6 where it says the \$5, he has Tap, saying they paid with

7 a Tap card and he noted Tap.

8 And also the one for 3.25, which is about 3 or

9 4 rows down, he's got Tap there also. He put a dollar

10 sign under the ones where he received cash.

11 If you deduct that \$8.25 from the 33.25, you're

12 going to get the \$25.

13 Q. I understand.

14 A. Those were Tap payments more than cash. He put

15 down here total Tap 825.

16 MR. WITT: By "down here," you are saying total

17 Tap 825?

18 THE WITNESS: Yes.

19 BY MR. STILLER:

20 Q. I understand what you're saying. So "turned

21 in" really is incorrect, actually, right?

22 A. The "turn in" is for the trip sheet. The "turn

23 in" is more for the FTA and for Access. Global doesn't

24 keep this money even though it's referred back to.

25 Any fare box in any transit goes back to the

Page 79

1 agency which means when the invoice is made, it's

2 credited back to Access. So that's why it's referred to

3 as turned in.

4 When you get your FTA audit, they want to see

5 how much money was turned in, and it's what that's

6 referring to.

7 Q. I understand.

8 So it looks like it's common for passengers to

9 pay in cash based on this trip sheet?

10 A. Yes.

11 Q. Would you say that's generally common?

12 MR. WITT: Calls for speculation.

13 THE WITNESS: It depends on the riders.

14 Because of the group of riders that we have, we have a

15 lot that does not like to carry cash because they

16 just -- they don't want to be in the streets with cash

17 because they're a pretty vulnerable group.

18 That's why the Access card has been updated to

19 where they can pay off their I.D.

20 BY MR. STILLER:

21 Q. We can see on each trip log whether the fare

22 was paid in cash or not?

23 A. Yes.

24 Q. We can go back in and see how common it is --

25 sorry.

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1 To make the transcript clear, and I'm sorry if

2 I'm slow to get a question out, but to make sure I

3 finish asking, if you could.

4 So what I was asking is we could see how common

5 it really is for people to pay in cash based on looking

6 at the trip logs, right?

7 MR. WITT: Calls for speculation, but you can

8 answer.

9 THE WITNESS: For this particular trip log that

10 day. Like I said, it depends on the trip and the

11 driver. You have other drivers that would tell you all

12 day, I got no cash today.

13 BY MR. STILLER:

14 Q. All I'm asking is if we can tell one way or the

15 other from the trip logs, correct?

16 A. Yes.

17 Q. Does the driver start off in the morning with

18 some cash they can use to make change for passengers who

19 pay in cash?

20 A. We do not make change.

21 Q. You don't make change?

22 A. No.

23 Q. If the passenger, a passenger is supposed to

24 pay exactly 2.50 if that's the fare, correct?

25 A. Correct.

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1 Q. What if a passenger gets on and only has \$2?
2 What is the driver supposed to do?
3 A. Call into dispatch, send a message saying it's
4 a lack of fare. They can call in and say the rider only
5 has \$2. Dispatch might take the path of least
6 resistance, "Yes, you can transport. Note it on your
7 trip sheet they only paid \$2," or dispatch might give
8 the answer, "The rider knows what the fare is. Do not
9 transport them."
10 More likely the comment happened if it's a
11 pickup from home where it might be a nonreturn pickup
12 where they are leaving the original destination out,
13 they're more likely to get left at home then.
14 Q. Okay. Am I on Exhibit 6?
15 THE REPORTER: Yes.
16 (Whereupon, Exhibit 6 was marked for
17 identification.)
18 BY MR. STILLER:
19 Q. I may not refer to these now, but I want to
20 keep the time records next to each other in the Exhibit
21 list, so let's put this to the side for the moment.
22 Mr. Harris, you said that some of the -- you
23 said the driver keeps the cash they collect during their
24 shift, correct?
25 A. Correct.

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1 Q. How is it noted on their pay stub how much cash
2 they received?
3 A. Usually on the stub with the deductions usually
4 have a line item that says -- I know with the current
5 payroll, it says "cash" and it says "ADV" for cash
6 advance.
7 Q. As long as you've been there since 2009, has --
8 excuse me. Sorry -- some notation on the pay stub of
9 the amount of cash the driver received?
10 A. Yes.
11 Q. I'll mark this as Exhibit 7.
12 (Whereupon, Exhibit 7 was marked for
13 identification.)
14 BY MR. STILLER:
15 Q. Mr. Harris --
16 MR. WITT: Do you have Exhibit 7 in front of
17 you?
18 THE WITNESS: Yes.
19 BY MR. STILLER:
20 Q. Does this appear to be a pay stub for Stephen
21 Brough?
22 A. Yes.
23 Q. Is the date of the check that this is a stub
24 for December 26, 2014?
25 A. Yes.

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1 Q. And do you see in the middle of the page, there
2 is a box that contains the earnings and deductions?
3 A. Yes.
4 Q. Do you see all the categories for earnings,
5 regular overtime, all the way down?
6 A. Yes.
7 Q. You see the column for deductions as well?
8 A. Yes.
9 Q. All right. Do you see a deduction for the cash
10 advance in the deductions column?
11 A. Yes.
12 Q. Is that where it says cash "ADVAN"?
13 A. Yes.
14 Q. And on this particular stub, was the amount of
15 the cash deduction \$293.50?
16 A. Yes.
17 Q. Does it say "year to date" to the right of
18 that, that the amount of the cash advance total for that
19 year was \$5,022?
20 A. Yes.
21 Q. I have a few more questions on this topic, and
22 then we can take lunch after if that that works for
23 everyone.
24 I'll mark the next exhibit Exhibit 8.
25 (Whereupon, Exhibit 8 was marked for

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1 identification.)
2 BY MR. STILLER:
3 Q. Mr. Harris, are you looking at Exhibit 8 now?
4 A. Yes.
5 Q. Are you familiar with this document?
6 A. I think so.
7 Q. It says "payroll register" towards the bottom?
8 A. Yes.
9 Q. I see it says Global Paratransit 1 or I. Do
10 you know why it says 1?
11 A. No.
12 Q. And I'm hoping you can help me understand some
13 of these numbers here.
14 At the top of the payroll register, do you see
15 where it says 7950?
16 A. Yes.
17 Q. Do you know what that refers to?
18 A. It doesn't have the heading here, but from
19 memory I have from these particular kind of stubs, it
20 would be regular hours.
21 Q. So 7950 would be regular hours, and the next
22 number over is \$20.75?
23 A. Yes, looks like 20.75 hours.
24 Q. That's the hours?
25 A. Yes.

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1 Q. I see. So the 79 -- sorry. You said 7950 was
2 regular hours?
3 A. Yes.
4 Q. And the 20.5?
5 A. Overtime.
6 Q. Overtime hours. I see.
7 The next column over, 85450, what does that
8 refer to?
9 A. The amount of the regular hours.
10 Q. There's a number to the right of that, 34238?
11 A. Yes.
12 Q. What does that refer to?
13 A. The overtime amount.
14 Q. Moving to the next column, it says 1,216.88.
15 Would that be the total of the overtime and the regular
16 pay?
17 A. Yes.
18 Q. So looking all the way to the column to the
19 left now, it says rate \$11?
20 A. Yes.
21 Q. So would the 87450 -- would we get that by
22 multiplying the 79.5 hours by \$11 an hour?
23 MR. WITT: Objection. The document speaks for
24 itself. You can answer if you know.
25 THE WITNESS: From looking at the document,

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1 yes, that makes sense.
2 BY MR. STILLER:
3 Q. All right. And do you see any deduction noted
4 on this document for the cash that the employee was
5 supposed to keep?
6 A. Yes.
7 Q. Where is that noted?
8 A. The column is a larger square bottom to the
9 right where it says \$207.
10 Q. Is the deduction labeled cash OS?
11 A. Yes.
12 Q. Was that how at this time Global noted the cash
13 deductions on its pay, on its payroll register?
14 MR. WITT: Objection. Vague. But you can
15 answer if you know.
16 THE WITNESS: Going off of that check stub, for
17 this particular check stub, I would have to say yes
18 because it would be consistent through the system.
19 BY MR. STILLER:
20 Q. Thank you. It also says on here ADP?
21 A. Yes.
22 Q. Do you know whether Global Paratransit used ADP
23 as a payroll provider during the entire time you worked
24 there?
25 A. No. We've changed.

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1 Q. When did you change payroll providers?
2 A. I can't answer exactly off the top of my head.
3 I know we had ADP paychecks, SOI and Trinet.
4 Q. What do you have now?
5 A. Trinet, Trinet.
6 Q. When did you have paychecks?
7 A. For this is 2013 from what I can see here.
8 Q. This is ADP.
9 A. Oh, ADP? We changed a couple of times.
10 Off the top of my head, I can't remember the
11 exact dates of when we changed. I think we had
12 Paychecks 2014 or '15. We had Paychecks a couple times.
13 Q. Did you have Paychecks after ADP?
14 A. I believe so, yes.
15 Q. When did you have SOI? Was that after you had
16 paychecks?
17 A. After that, yeah. We had SOI since 2018. I
18 would say around 2015, '16, we had SOI.
19 Q. You moved from SOI to Trinet?
20 A. Yes.
21 Q. I'll mark one more exhibit Exhibit 9.
22 (Whereupon, Exhibit 9 was marked for
23 identification.)
24 BY MR. STILLER:
25 Q. Mr. Harris, do you have Exhibit 9 in front of

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1 you?
2 A. Yes.
3 Q. Does it say "Labor distribution" at the top
4 left?
5 A. Yes.
6 Q. Are you familiar with this document?
7 A. I haven't seen this document in a long time,
8 this type of -- yeah.
9 Q. Was this the type you had before ADP?
10 A. By the time I see on here, yes, it's 2012.
11 Q. Do you see on this stub any notation that a
12 cash advance was made to the employee?
13 A. Yes.
14 Q. Is that -- let's see on the bottom right here,
15 bottom right of the stub?
16 A. Yes.
17 Q. And is the cash advance noted by the label cash
18 O/S?
19 A. Yes.
20 Q. It looks like on this stub, the amount of the
21 cash advance was 175.75?
22 A. Yes.
23 Q. And it so happens there's another entry for
24 195.75 right above that, correct?
25 A. Yes.

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1 Q. What is that entry for, do you know?
2 MR. WITT: The document speaks for itself, but
3 you can answer.
4 THE WITNESS: I do not know.
5 BY MR. STILLER:
6 Q. And then the net pay column on the right, would
7 that be all of the earnings minus all the deductions?
8 A. Yes.
9 Q. So it appears on this pay stub the amount of
10 the cash was included with the deductions from the
11 employee's pay, correct?
12 MR. WITT: Objection. Calls for speculation.
13 THE WITNESS: Repeat the question.
14 BY MR. STILLER:
15 Q. We can leave it at that. That's fine.
16 If you can turn to the next page, this is
17 another payroll register. This is the page marked GPI
18 2337?
19 A. Yes.
20 Q. All right. Does it appear this payroll
21 register follows the same format as the payroll register
22 we just discussed on the previous page of this exhibit?
23 A. Yes.
24 Q. Do you see the notation on this pay stub for
25 the cash advance?

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1 A. Yes.
2 Q. Is it \$166.50?
3 A. Yes.
4 Q. Do you see where it says "Net pay"?
5 A. Yes.
6 Q. Is that the column farthest to the right?
7 A. Yes.
8 Q. Do you see where it says zero dollars under
9 "Net pay"?
10 A. Yes.
11 Q. Why would it be zero dollars?
12 MR. WITT: Calls for speculation.
13 THE WITNESS: More than likely you would see
14 zero dollars is because they had direct deposit.
15 BY MR. STILLER:
16 Q. Okay. I'll mark this as Exhibit 10.
17 (Whereupon, Exhibit 10 was marked for
18 identification.)
19 BY MR. STILLER:
20 Q. Are you looking at Exhibit 10, Mr. Harris?
21 A. Yes.
22 Q. At the top, it says SOI; is that right?
23 A. Yes.
24 Q. Are you familiar with this form?
25 A. Yes.

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1 Q. What is this form?
2 A. This was the form to -- that everybody filled
3 in to switch to the SOI payroll. This is the data to
4 put into the SOI payroll so you can have SOI payroll.
5 Q. On this form, is there anyplace for the
6 employee to authorize any deductions from their pay?
7 A. Absolutely.
8 MR. WITT: Objection. The document speaks for
9 itself.
10 THE WITNESS: It if it says on here. I can't
11 say I'm that familiar with this form. I don't see it.
12 BY MR. STILLER:
13 Q. Okay. Do you know whether Global Paratransit
14 had any written authorization from employees to deduct
15 anything from their pay?
16 MR. WITT: Objection. It's vague as phrased in
17 time period.
18 BY MR. STILLER:
19 Q. Go ahead if you understood the question.
20 A. Rephrase the question again.
21 Q. Do you know whether Global Paratransit has any
22 authorization from its employees to make any deductions
23 from their pay?
24 MR. WITT: Same objection.
25 THE WITNESS: Yes.

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1 BY MR. STILLER:
2 Q. You do know?
3 Does Global Paratransit have any authorizations
4 from its employees to make deductions from their pay?
5 A. Yes.
6 Q. What form do those authorizations take?
7 A. I don't know what the form is called, but it's
8 a form that has it on there to deduct pay.
9 Q. When is the employee provided with that form?
10 A. I don't know. I filled mine out recently when
11 I updated my information.
12 Q. And what types of deductions are authorized on
13 that form?
14 MR. WITT: Objection. Calls for speculation.
15 THE WITNESS: I can speak individually what I
16 have -- sorry -- what I had deducted on mine, for
17 example, is an advance, taking an advance for payroll,
18 so I signed that form authorizing them to deduct
19 X amount of dollars per paycheck till I paid the advance
20 back.
21 BY MR. STILLER:
22 Q. Okay. Do you know for drivers if they sign any
23 form authorizing the cash advance?
24 A. I don't know.
25 Q. Would Lina Greenberg be the right person to ask

Page 93

1 that?

2 A. Yes, I believe they do, yes.

3 Q. You don't know for sure?

4 A. 100 percent, yes. I know they make a form.

5 Q. Do you believe that Global Paratransit keeps

6 those forms in the employee's file?

7 A. Yes.

8 Q. So if we were to receive an employee personnel

9 file from Global Paratransit and the employee had signed

10 an authorization to deduct -- for the company to make

11 deductions from their pay for cash payments received,

12 that authorization would appear in the employees

13 personnel file, correct?

14 A. Yeah, if it's there, yeah.

15 Q. Do you know whether Global Paratransit has the

16 employee's spouse sign off on the authorization to

17 deduct anything from their pay if the employee is

18 married?

19 MR. WITT: Objection. Vague. Answer if you

20 know.

21 THE WITNESS: I don't know. I've never had a

22 spouse. I only deal with employees. I do not deal with

23 spouses.

24 BY MR. STILLER:

25 Q. Would Lina Greenberg know if there's

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1 authorization received by a spouse to deduct cash from

2 an employee pay?

3 A. We deal with employees. The spouse doesn't

4 work for the company.

5 Q. Do you know if the form you were talking about,

6 you said you signed one to authorize a deduction for an

7 advance that you received?

8 A. Yes.

9 Q. Do you know if that authorization is provided

10 to employees when they first working at Global

11 Paratransit?

12 MR. WITT: Objection. It's vague. You can

13 answer.

14 THE WITNESS: I don't know. I believe so, yes.

15 As I'm thinking about it, yes. Anybody getting hired

16 would fill out that form for SOI.

17 BY MR. STILLER:

18 Q. SOI was only one of your payroll providers?

19 A. Trinet. You fill out the form with Trinet.

20 Q. The authorization you're talking about is a

21 Trinet form?

22 A. I believe so, yes, the one I did, yes.

23 Q. And it sounds like you didn't sign such a form

24 when you first started working there because you only

25 got Trinet recently, right?

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1 MR. WITT: Objection. Vague.

2 THE WITNESS: I took an advance recently, so

3 yes, I did.

4 BY MR. STILLER:

5 Q. Okay. I think I'm about done with this line of

6 questioning. If we want to take a break for lunch. Off

7 the record.

8 THE VIDEOGRAPHER: We're now going off the

9 record. The time is 12:26 p.m.

10 (A recess was taken at 12:27 p.m., and

11 back on the record 1:14 p.m.)

12 THE VIDEOGRAPHER: We're now going back on the

13 record, and this marks the beginning of tape number

14 three. Time is 1:15 p.m.

15 BY MR. STILLER:

16 Q. Mr. Harris, if I could direct your attention

17 again to Exhibit 3.

18 A. Yes, I have it.

19 Q. This is the Driver Trip Log. Are you looking

20 at the trip log with the page marked GPI 472?

21 A. Yes.

22 Q. We talked before about how the cash and Tap

23 fares are added up at the bottom of the two-page trip

24 log, right?

25 A. Yes.

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1 Q. When is the driver supposed to --

2 When in their shift is the driver supposed to

3 do that addition of all of the fares received that day?

4 A. There's not a set time when they can do it.

5 There is time allotted when they get back to the yard,

6 they can do it then.

7 Some of the drivers choose to do it at their

8 last drop, yet other individuals will do it while the

9 vehicle is fueling. They'll do their tallies then. It

10 depends on the individual.

11 Q. At some point during the shift, the driver does

12 -- do the math, and they're required to submit the

13 completed form back to Global at the end of the day?

14 A. Yes.

15 Q. End of the shift, I should say?

16 A. Yes.

17 Q. They have to turn this trip log in. Is that

18 the place for them to do that within the yard?

19 A. Yes.

20 Q. Is there an office there?

21 A. Yes. There's a drop box. It's right in the,

22 over by my building. In operations, there's a mailbox.

23 They're given a little Ziploc baggies. They can fold it

24 up, put that in there, put their coupons in there, any

25 tokens, if they got any bus tokens and drop it into the

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1 mail slot.
2 Q. Are the drivers instructed to tabulate up the
3 total cash fares while still on the clock?
4 A. Yes.
5 Q. Have there ever been any complaints about
6 employees tabulating fares off the clock?
7 MR. WITT: Objection. It's vague, but you can
8 answer if you understand.
9 THE WITNESS: I understand. But a complaint,
10 no, because they're given time to do it once they're
11 back to the yard and they're out of their vehicle.
12 There's a whole booth they can do it at.
13 BY MR. STILLER:
14 Q. So there have been no complaints, to your
15 knowledge, by employees claiming that they had to do
16 these kinds of calculations while off the clock?
17 A. No.
18 Q. Does Global maintain a written meal period
19 policy for drivers?
20 A. Yes.
21 Q. Was it the same policy in effect during the
22 entire time you've been there since 2009?
23 A. I believe so, yes.
24 Q. After how many hours did Global policy allow
25 drivers to take a first meal break?

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1 MR. WITT: Objection. It's vague, but you can
2 answer.
3 THE WITNESS: For the meal break?
4 BY MR. STILLER:
5 Q. Yes.
6 A. They can do it anytime after two hours minimum,
7 and at the maximum, before the fifth hour.
8 Q. So after two, before five?
9 A. Yeah.
10 Q. And do they let drivers take a second meal
11 period?
12 A. If needed, they're going over 12 hours.
13 Q. How was the meal period policy communicated to
14 drivers?
15 MR. WITT: Objection. It's vague. But you can
16 answer.
17 THE WITNESS: I believe it's in the employee
18 handbook, and they also -- and in during the training,
19 the training would have explained how to fill the trip
20 sheet out, explain here's your meal break.
21 BY MR. STILLER:
22 Q. Okay. When you say he explained it, that would
23 be Manny?
24 A. If they were trained by Manny, yes, or Manny,
25 Lafayette, who their particular trainers were.

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1 Q. And HR is responsible for providing the
2 handbook?
3 A. The handbook that's given to the employees,
4 yes.
5 Q. So that would have been the responsibility of
6 that department in which you do not oversee, correct?
7 A. Correct.
8 Q. If I wanted to know more about the process for
9 how Global Paratransit distributes its written meal
10 period policy to drivers, I should talk with Lina
11 Greenberg?
12 A. Yes.
13 Q. Who's the head of HR, correct?
14 A. Yes.
15 Q. If I can refer your attention back to
16 Exhibit 4.
17 A. I have it over here. I have it.
18 Q. Looking at Exhibit 4, page 11, it's the page
19 marked GPI 193, is this the written meal period policy
20 that you were talking about at the bottom of this page?
21 A. Yeah.
22 Q. And this policy was distributed to all
23 employees at the time they were hired?
24 A. Yes.
25 Q. If you look at the first page of this exhibit

Page 100

1 -- it's the cover page -- it says Employee Handbook,
2 Revision Two," effective on September 1, 2011?
3 A. Yes.
4 Q. To your knowledge, has this meal period policy
5 within the handbook been in effect since September 1,
6 2011?
7 A. Yes.
8 Q. And this is the same policy that's still
9 distributed to employees today, to your knowledge?
10 A. I believe this is the same handbook that's
11 distributed, yes.
12 Q. You said it was --
13 This is distributed to employees at the time of
14 hire. Do they sign when they receive this handbook?
15 MR. WITT: Objection. It's vague, but you can
16 answer.
17 THE WITNESS: I don't know if they sign a
18 receipt for it. I do not know.
19 BY MR. STILLER:
20 Q. That would be something more within HR's
21 knowledge?
22 A. Yeah.
23 Q. Is that correct?
24 A. Yes.
25 Q. And do you know whether the signatures -- you

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1 don't know whether employees signed these?
2 A. No.
3 Q. I'll show you a few other documents related to
4 meal periods. I'm marking this as the next exhibit.
5 (Whereupon, Exhibit 11 was marked for
6 identification.)
7 BY MR. STILLER:
8 Q. Mr. Harris, are you looking at Exhibit 11?
9 A. Yes.
10 Q. Does it say "Meal period individually" at the
11 top?
12 A. Yes.
13 Q. Have you seen this document before?
14 A. I have seen it before.
15 Q. When have you seen it before?
16 A. Probably when putting a packet together with
17 the -- helping a trainer putting a packet together with
18 his acknowledgements.
19 Q. Did you include this document in the packet
20 that drivers are trained on?
21 A. The driver -- the training manager, he would
22 say can you help me sort these real quick.
23 Q. Did you create this document?
24 A. It's not one of my documents.
25 Q. Did HR create this document?

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1 A. I believe so, yes.
2 Q. To your knowledge, this document was included
3 in the training manual or training materials provided to
4 drivers when they started work at Global Paratransit,
5 correct?
6 A. Yes.
7 Q. And do you see at the bottom of this page,
8 bottom of this page, it's dated June 27, 2011?
9 A. Yes.
10 Q. And the employee's printed name is Stephen
11 Brough?
12 A. Yes.
13 Q. Do you believe this is the advisory provided to
14 Mr. Brough when he first started working at Global
15 Paratransit?
16 A. Yes.
17 Q. We said that Global Paratransit's written meal
18 period policy is in its handbook. It also has this
19 document.
20 Do you believe this is a supplement to the
21 policy that's in the handbook?
22 A. Yes.
23 Q. So employees were provided with both the policy
24 in the handbook plus this document, correct?
25 A. Correct.

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1 Q. Exhibit 12.
2 (Whereupon, Exhibit 12 was marked for
3 identification.)
4 BY MR. STILLER:
5 Q. Are you looking at Exhibit 12, Mr. Harris?
6 A. Yes.
7 Q. Is this a meal period policy like the one we
8 just looked at in Exhibit 11?
9 A. Yes.
10 Q. Meal period advisory, I should say?
11 A. Yes.
12 Q. Do you see towards the bottom, it says
13 employee's printed name is Edgar Becerra?
14 A. Yes.
15 Q. Do you believe this is the meal period advisory
16 provided to Mr. Becerra when he first started working at
17 Global Paratransit?
18 A. Yes.
19 Q. Marking as Exhibit 13.
20 (Whereupon, Exhibit 13 was marked for
21 identification.)
22 BY MR. STILLER:
23 Q. Mr. Harris, are you looking at Exhibit 13?
24 A. Yes.
25 Q. Is this a document called "Meal Periods and

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1 Rest Breaks Policy"?
2 A. Yes.
3 Q. Have you seen this document before?
4 A. The Page Number 1, I can't say I've seen this
5 one.
6 Q. What about Page Number 2?
7 A. Yes.
8 Q. When have you seen Page Number 2?
9 A. I saw this actually right outside of my office
10 for employees to gain access to.
11 Q. So this Page Number 2, we're talking about a
12 document that says "Meals/Rest Period Meals Notice"?
13 A. Yes.
14 Q. When was this document created?
15 A. I do not know.
16 Q. Did you create this document?
17 A. No.
18 Q. Who created it?
19 A. It would have come from human resources.
20 Q. Has this document existed the entire time that
21 you've worked there since 2009?
22 A. I've always seen it. I don't know when it was
23 created. I've seen it for so long now. I couldn't
24 recall for how long.
25 Q. Is it part of your job to review these meal and

Page 105

1 rest period issue notices when they were returned?

2 MR. WITT: Objection. It's vague. You can

3 answer.

4 THE WITNESS: I do take a quick glance. Human

5 resources does the final evaluation of it and ensures

6 the pay is -- that if pay is needed, then the pay is

7 made.

8 BY MR. STILLER:

9 Q. So fees are turned into you at first, and you

10 give them to human resources?

11 A. They go into the human resources box, but a lot

12 of employees will bring them directly to me, and we'll

13 go over what happened if they did not take their meal

14 period, why they didn't take it.

15 Q. So you'll talk to employees about why they

16 didn't take a meal period?

17 A. If they say I didn't take my lunch, first thing

18 I tell you you need to fill out this form and turn it

19 in.

20 I helped employees to fill out the form if they

21 didn't want to do it. You need to fill out the form, so

22 they fill it out, explain to them they'll get paid for

23 the hours.

24 Why didn't you get the meal period? I broke

25 down or something like that. I need to know what

Page 106

1 happened, why you didn't get your meal period.

2 Q. Does this form go into the employee's file?

3 A. I would imagine human resources would. HR

4 would know for personnel files.

5 Q. Okay. Do you believe that Global Paratransit

6 keeps a copy of this document in the records when it's

7 turned in?

8 A. Usually I know the form goes back to the

9 employee a lot. I don't know if they keep a copy of it,

10 but I know the form, with what the resolution was, it

11 goes back to the employee.

12 Q. Do you know when --

13 You said you do not know when this document was

14 created?

15 A. Not when it was created, no.

16 Q. Do you know why it was created?

17 A. Just in case someone did not get paid lunch or

18 if they didn't get a meal period or rest period, so we

19 can make sure they get paid for it.

20 Q. You said employees will come to you at the meal

21 and rest period issue notice sometimes before going to

22 HR with it or instead of going to HR with it, right?

23 A. Yes.

24 Q. When is the first time that you recall an

25 employee coming to you with this meal and rest period

Page 107

1 issue notice form?

2 A. It's been a few years. I can't recall when it

3 was. It was more if an employee more than likely -- I

4 need to speculate -- if they need help to fill it out,

5 to fill it out.

6 Q. There was a time you would hear complaints from

7 employees about the rest or meal period before this form

8 was filed out?

9 MR. WITT: Objection. Vague.

10 THE WITNESS: I refer them to fill out the

11 form.

12 BY MR. STILLER:

13 Q. If employees do have complaints about the meal

14 and rest period, the protocol is to report that to HR,

15 correct?

16 A. Fill out the form, stick it into the HR box.

17 Q. So you wouldn't necessarily have personal

18 knowledge about all of the instances that employees made

19 complaints about meal and rest period issues, right?

20 A. No.

21 Q. The person who would have more knowledge than

22 you about that is the head of HR?

23 A. Yes.

24 Q. Do you know whether this, the first page of

25 this document, "Meal Periods and Rest Break Policy," do

Page 108

1 you know whether it was created at the same time as the

2 second page of the document, "Meal/Rest Period Issue

3 Notice"?

4 A. I do not know.

5 Q. Again, HR would know that?

6 A. Yes.

7 Q. I'll mark Exhibit 14.

8 (Whereupon, Exhibit 14 was marked for

9 identification.)

10 BY MR. STILLER:

11 Q. Mr. Harris, are you looking at Exhibit 14?

12 A. Yes.

13 Q. Is this the document entitled "Acknowledgement

14 of Receipt of Meal Periods and Rest Breaks Policy"?

15 A. Yes.

16 Q. Does this document acknowledge the meal periods

17 and rest breaks policy that we just looked at,

18 Exhibit 13?

19 MR. WITT: Objection. Speaks for itself.

20 Calls for speculation. You can answer if you know.

21 THE WITNESS: It doesn't say it here, but it

22 has the same titles.

23 BY MR. STILLER:

24 Q. So did you create this document?

25 A. No.

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1 Q. Who created in document?
2 MR. WITT: Calls for speculation.
3 THE WITNESS: It would have to be from human
4 resources department because that's what it refers to.
5 BY MR. STILLER:
6 Q. Do you know when Mr. Brough was hired at Global
7 Paratransit approximately?
8 A. Stephen, I would say probably like 2011, 2010.
9 Q. Then do you see, if you look at Exhibit 14,
10 what's the date on this document, "Acknowledgement of
11 Receipt of Meal Periods and Rest Breaks Policy"?
12 A. For the last one?
13 Q. The Exhibit 14.
14 A. 14, that would be 5/21/14.
15 Q. So this document was signed a few years after
16 Mr. Brough started work at Global Paratransit?
17 MR. WITT: Objection. Calls for speculation.
18 You can answer.
19 THE WITNESS: Uh-huh.
20 BY MR. STILLER:
21 Q. So based on the date that this document was
22 signed, do you have any further recollection as to when
23 the meal periods and rest breaks policy was rolled out,
24 the one in Exhibit 13?
25 MR. WITT: Objection. Calls for speculation.

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1 You can answer.
2 THE WITNESS: I could speculate because Steve
3 is an existing employee, and he has the date he signed
4 it, so I imagine it would have been around that time.
5 BY MR. STILLER:
6 Q. Of May 2014?
7 A. Of when he signed it definitely concerning him.
8 Q. Okay. As far as the actual date of the rollout
9 of the Meal Periods and Rest Breaks Policy, that's
10 something more within HR's knowledge?
11 A. Yes.
12 Q. Do employees ever waive a meal break?
13 A. Yes.
14 Q. What's the process for an employee to waive a
15 meal break?
16 A. That would be more for the second meal break.
17 The first meal break is not, but there would be a second
18 for 12-hours, they would sign a form saying they would
19 waive the second meal break.
20 Q. So the first, they don't waive. The second,
21 they can sign a form to waive, right?
22 A. Yes.
23 Q. So the form they sign to waive their second,
24 who provides that to the drivers to sign?
25 A. Human resources.

Page 111

1 Q. Is that provided to them to sign when they
2 first start working there?
3 A. I would think so.
4 Q. But you don't know?
5 A. I don't know for sure, but I imagine it would
6 be part of their hire package.
7 Q. Do you know where the company keeps copies of
8 signed waivers in the employee's personnel file?
9 A. I don't know that. That's where I think it
10 would be, but I don't know exactly where it's kept.
11 Q. That's a question for HR, right?
12 A. Yeah.
13 Q. I'm marking Exhibit 15.
14 (Whereupon, Exhibit 15 was marked for
15 identification.)
16 BY MR. STILLER:
17 Q. Are you looking at Exhibit 15, Mr. Harris?
18 A. Yes.
19 Q. This is a document entitled "Agreement to Waive
20 Meal Period"?
21 A. Uh-huh.
22 Q. To your knowledge, is this the form you were
23 referring to that employees are presented within their
24 initial materials when they're hired?
25 A. Yes.

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1 Q. If drivers wanted to waive a meal break, they
2 had to sign this, correct?
3 A. Correct.
4 Q. Did all drivers sign this form?
5 A. No.
6 Q. But they had the option? All drivers had the
7 option of signing this form when they started working?
8 A. Yes.
9 Q. So you said that employees use the thumbprint
10 system to clock in at the beginning of their shift and
11 clock out at the end, correct?
12 A. Correct.
13 Q. They don't use the thumbprint to clock out at
14 the end of the meal period?
15 A. No.
16 Q. How does Global Paratransit know the time
17 employees take the meal break?
18 A. They load it into the MDT.
19 Q. You said they sign it on the form?
20 A. They put it on their trip sheet.
21 Q. You said for purposes of payroll for how much
22 time to not include on their pay for the meal period,
23 Global relies on the time shown on the trip log,
24 correct?
25 A. I wouldn't word it that way, no.

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1 Q. How would you say it?

2 A. I would say it's a -- they're given a 30-minute

3 lunch period, and it's a standard 30-minute lunch period

4 for everyone, and the trip sheet is used to verify they

5 took their 30-minute lunch period.

6 Q. So when Global is --

7 We looked at the payroll earlier, and we saw

8 that half an hour was deducted from the employee's pay

9 for the day we looked at, correct?

10 A. Correct.

11 Q. And that was for the 30-minute lunch period,

12 correct?

13 A. Correct.

14 Q. Why was 30 minutes deducted for the lunch

15 period for that shift?

16 MR. WITT: Objection. Calls for speculation.

17 You can answer if you know.

18 THE WITNESS: It should have been because that

19 should have been what was logged on the sheet, and the

20 standard given is a 30-minute lunch for any Paratransit

21 driver.

22 BY MR. STILLER:

23 Q. NonParatransit drivers had different periods of

24 time they were allowed to take a lunch?

25 A. Depends on the service.

Page 114

1 Q. So let's go through the services. The Fixed

2 Route drivers, whom you said there were 15 of, about 15

3 of, were they given a half-an-hour meal period?

4 A. Not for South Gate.

5 Q. What happened at South Gate?

6 A. They take a 45-minute lunch.

7 Q. And is that because of particular rules from

8 that city?

9 A. No. They take it by their route. Their route

10 is a Fixed Route like a city bus. It takes 45 minutes

11 to do the lunch, so they're relieved from their duties

12 for 45 minutes.

13 Q. You said there are ten Long Beach Dial-A-Ride

14 drivers?

15 A. They took 30 minutes.

16 Q. Are the exact same meal period drivers

17 applicable to the Paratransit drivers also applicable to

18 the Long Beach Dial-A-Ride drivers?

19 A. Yes. Dial-A-Ride is in essence Paratransit.

20 Q. So the only people who are given a 45-minute

21 break instead of the half an hour are the about 15 fixed

22 ride drivers for the City of Bell, correct?

23 A. The City of Bell. The Fixed Route for Bell --

24 I mean for South Gate. The City of Bell Fixed Route

25 driver takes 30 because his loop is only 30 minutes.

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1 Q. And the MDT system -- forgive me if you

2 answered this, but I want to be clear -- the MDT system

3 was not used for payroll purposes to calculate how much

4 time the driver was on the meal period, right?

5 A. No. They'll go off of the trip sheet.

6 Q. Let's take a look at the trip sheet that I

7 marked before as Exhibit 3.

8 Do you have that exhibit in front of you?

9 A. Yeah, the 1472?

10 Q. Correct.

11 A. Okay.

12 Q. So do you see where the lunch is noted on this

13 trip sheet?

14 A. Yes.

15 Q. At what time does it seem like this employee

16 took lunch that day?

17 A. 8:39 to 9:09.

18 Q. And there were scheduled routes at -- looks

19 like 8:30 and 9:29 maybe or 9:24 -- 9:29 it looks like?

20 A. You mean the 9:19? 9:29 schedule, I'm looking

21 at the actual. Yes, 9:29.

22 Q. How did the --

23 How would the driver know to take his lunch at

24 that time, let's say?

25 A. It could actually be on his MDT telling him to

Page 116

1 go ahead and take his lunch now.

2 Q. So the MDT might say now is the time?

3 A. The dispatcher might say go ahead and load his

4 lunch.

5 Q. Why does the dispatcher notify the driver when

6 to take lunch?

7 A. Let him know so they're on the same page so

8 it's there. Here's a gap in his route. Here's a break

9 in his route. Time to take your lunch.

10 So the schedule is going to schedule them a

11 lunch in there, and that's why it's there for them, and

12 it's like here is your lunchtime.

13 Q. Is there always a break in the route?

14 A. Yes.

15 Q. How do they schedule a break in the route?

16 A. It's part of the template scheduling the route.

17 Q. It happens automatically?

18 A. It automatically is put it there. They can

19 obtain it and move it or if a driver is running late.

20 For example, if he was scheduled for 8:39, but he didn't

21 clear till 8:40, more likely lunch would have gotten

22 back to 8:45.

23 Q. And how is it -- I'm trying to figure out how

24 that particular time was picked.

25 Why do they pick that time as opposed to a

Page 117

1 different time?

2 MR. WITT: Calls for speculation. You can

3 answer.

4 THE WITNESS: What it is, you see the term he

5 uses is clear. At 8:30, at 8:15, he was actually had a

6 drop-off, and his last drop-off was 8:35. His next call

7 due wasn't till 9:24, so he had that almost 50-minute

8 gap before within his route.

9 So that's why the lunch was put in there then,

10 and it meets within the parameter that it was time for

11 him to take the lunch because if he made it to 9 or

12 9:30, it's too late to take his lunch. So when he

13 cleared at 8:35, he had a few minutes to move and take

14 his lunch.

15 BY MR. STILLER:

16 Q. I see. Now he has to complete --

17 He has to be somewhere else to pick up the next

18 rider at -- looks like the scheduled time is 9:29,

19 right?

20 A. Yes.

21 Q. So you said that the system determined that was

22 a big enough time slot for him to take a meal period,

23 right?

24 A. If he needed more time, say if he would have

25 been going over, that's not on his onus. His onus is he

Page 118

1 needs to take his 30-minute lunch. Take your 30 minutes

2 regardless of the next scheduled pickup time.

3 Q. So the rider can wait?

4 A. If the rider has to wait, we're dealing with

5 them on our end. We're dealing with them or the

6 dispatcher on trying to move it.

7 When he's on his lunch break, the dispatcher

8 might realize we'll give him a different one. That's

9 why when the driver comes back from lunch, they'll

10 refresh your screen so what can be on your screen can be

11 totally different when you come back.

12 Q. At some point, the driver has to start driving

13 to pick up the next passenger after the meal break?

14 A. Yes.

15 Q. Is that 9:09 the time when the driver would

16 have started driving again?

17 A. Yes.

18 Q. And so 8:39 would have been the time the driver

19 went on break, and 9:09 would be when the driver started

20 driving again?

21 A. They're expected to be back in their vehicle,

22 yes.

23 Q. So at this point in the driver's day -- let me

24 ask, is there any --

25 How much advance notice do they get from

Page 119

1 dispatch about when the break is going to occur?

2 A. It depends individually on the individual route

3 and how your route and day is going. When they first

4 signed on, they got the full route.

5 He would have saw that in the beginning when

6 they first left the yard, it could have been in there.

7 But it could have been subject to change. His pickup

8 that was scheduled for 7:58 would have canceled. He

9 could have moved his lunch up.

10 Q. Generally they're scheduled at the beginning,

11 but the dispatch can change the time?

12 A. It can be changed due to breakdowns, people

13 canceling, riders not going, traffic. He is running

14 late. Now me can't keep that time.

15 Q. Is it true to say generally the meal period

16 time is scheduled at the beginning of the shift, but

17 that dispatch can change it for all those various

18 reasons you mentioned?

19 A. If needed.

20 Q. So at the time the driver starts the meal

21 period, he would have just finished or he is on the

22 route for the day already, correct?

23 A. Yes.

24 Q. Does the meal period generally start right

25 after a drop-off?

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1 A. You get a couple minutes to move, so he'd --

2 say he dropped off like here, he dropped off at 8:35.

3 He clocked out for lunch at 8:39.

4 Q. When you say a couple minutes to move, where to

5 move to?

6 A. A lot of drivers will bring their lunch and

7 they choose to take it there. Drivers, it depends

8 individually where they want to go to for their lunch.

9 Usually one of the biggest things the drivers

10 want to do on their lunch break is the restroom. That's

11 what they want to move. A lot of drivers bring their

12 lunch, and they don't like eating out. They're burnt

13 out on the fast food, and they prefer to bring their

14 lunch.

15 Q. When that happens, they eat in their car?

16 A. Some of them will. Some will not get out of

17 the car and leave. It depends on the individuals.

18 You got some that will go to the back of the

19 van, eat their lunch. Some want to get away from their

20 vehicle for a minute, and they'll go out in a park or

21 whatever.

22 Sounds kind of odd because they're in their

23 Access uniform. Most of McDonald's will not -- when

24 they see drivers in uniforms that knows them well pretty

25 much in their area, they'll let them come in and eat

Page 121

1 with their own food. They let them do it.
2 Q. So you said there are instances where there
3 might be a few shorter trips, and then sometimes there
4 are much longer trips, right?
5 MR. WITT: Objection. Vague. You can answer.
6 THE WITNESS: It depends on the route you get
7 that day.
8 BY MR. STILLER:
9 Q. They could be driving all the way across L.A.
10 on some shifts, right?
11 A. It depends, yeah.
12 Q. How does dispatch determine -- strike that.
13 Let me ask you, the trip logs, are these the
14 only place that the meal periods are recorded?
15 MR. WITT: Asked and answered.
16 THE WITNESS: Yeah. We keep them here on the
17 trip sheet.
18 BY MR. STILLER:
19 Q. So if a meal period was taken by the driver, it
20 would appear here on the trip sheet?
21 A. Yes.
22 MR. WITT: Objection. Calls for speculation.
23 You can answer.
24 THE WITNESS: Yes, if they filled out the trip
25 sheet properly.

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1 BY MR. STILLER:
2 Q. There's no separate space for the employee --
3 strike that.
4 Where the lunches are written in on this sheet,
5 it's underneath the columns for client name and I.D. and
6 pickup and drop address/city, correct?
7 A. Yeah, where he put his lunch, yes.
8 Q. Is that generally where the driver's write in
9 their lunch?
10 A. A lot will write it there. It depends on the
11 particular driver. They would have used one line or
12 would have put the time and note each wrote lunch,
13 having you refer back to the top right here.
14 Q. There is a spot for lunchtime, so here the
15 lunchtime rows show the lunchtimes are at 8:39 and end
16 at 9:09?
17 A. Correct.
18 Q. If you look down to where he wrote lunch on the
19 trip log are, to the left, there's a 493 trip I.D. and
20 894 trip I.D. in that same row?
21 A. Yes.
22 Q. Why is that there?
23 A. I do not know.
24 Q. Do you think generally these forms would show
25 trip I.D.s in the same row as the lunch time?

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1 MR. WITT: Calls for speculation. You can
2 answer.
3 THE WITNESS: I'm not sure, but the drivers
4 could be putting it as, you know, as this, the next trip
5 number and saying this is the time for lunch.
6 I do not know. It keeps only having three
7 numbers here on his, I notice.
8 BY MR. STILLER:
9 Q. The 493 refers to passenger's trip I.D.?
10 A. It's the last three digits, but here he uses
11 the same numbers over and over, so this sheet on that
12 aspect of it, but the trip I.D. is six digits in it.
13 Q. Are lunchtimes always scheduled for the time
14 when there are no passengers in the car?
15 MR. WITT: Objection. Calls for speculation.
16 You can answer if you know.
17 THE WITNESS: Yeah, because the driver has to
18 be completely relieved where he has no duties to the
19 vehicle.
20 BY MR. STILLER:
21 Q. Are there times when because of longer trips,
22 that's not possible?
23 MR. WITT: Objection. Calls for speculation.
24 THE WITNESS: Then the lunchtime would be moved
25 to the time when you clear. You're never going to be

Page 124

1 given a lunch while you have somebody on board.
2 BY MR. STILLER:
3 Q. Based on the length of trip, it's always
4 possible to take meal period within the first five
5 hours?
6 MR. WITT: Calls for speculation.
7 THE WITNESS: Something can happen. For
8 example, take a breakdown on the way and the freeway is
9 completely shut down. It could have been a graveyard
10 guy, and it could have pushed him back because he was
11 getting ready to take his lunch in the next 15 minutes.
12 Now he's sitting in a traffic jam, and he's
13 going to have to take his lunch now, and he has to fill
14 out an advisory form.
15 BY MR. STILLER:
16 Q. You don't know when that form was created?
17 A. I don't know when it was created. As far as I
18 know, we've been referring him to fill out that form,
19 fill out that form.
20 Q. Do you know the process of reporting those
21 things, reporting these meal issues before that form was
22 created?
23 A. No. As far as I can remember, it's telling him
24 to fill out the form.
25 Q. Okay. Does Global Paratransit have any records

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1 of a second meal period being provided?
2 MR. WITT: Objection. It's vague. You can
3 answer.
4 THE WITNESS: It's vague. Yes.
5 BY MR. STILLER:
6 Q. What would those records be?
7 A. It would be more -- believe it or not, with a
8 Fixed Route driver, if they have a stay-over, because
9 they fall under Title 49, they take a second lunch.
10 Q. So if a nonfixed driver, like the Paratransit
11 drivers, if they took a second lunch, that would be
12 noted on the trip log?
13 A. They would fill out a cover sheet for the log
14 because it has a front and back. They would log it in
15 here again like on the line item like Mr. Brough did
16 here, have a line item.
17 For those drivers that did that, they would
18 prefer to take a second cover sheet so he could be seen
19 in this box.
20 Q. There would be a record of that cover sheet?
21 A. Yes.
22 Q. Where would that record be kept?
23 A. It would be kept with the records for the day.
24 Q. You said that all of that was entered into --
25 what was it? -- TSS?

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1 A. Yes.
2 Q. Including the meal break times?
3 A. I'm not sure about the meal break time. I
4 think it is, but I'm not 100-percent sure.
5 Q. Then the same question for second meal breaks.
6 I'm guessing you would have the same response?
7 A. Yeah, it would be the same.
8 Q. Is there any spot on this -- on the driver's
9 trip log form for the employee to log a second meal
10 break?
11 A. They can use it on a line item, like here if
12 they want to do it. They can log it there, or they can
13 get a second cover sheet and log it on there.
14 Q. So there's a spot here for lunchtime, and aside
15 from logging it lower on the form, there's no spot for a
16 second lunchtime?
17 A. You'd get a second sheet and just attach it to
18 it.
19 Q. Thank you.
20 (Whereupon, Exhibit 16 was marked for
21 identification.)
22 BY MR. STILLER:
23 Q. Mr. Harris, does Global Paratransit ever pay
24 meal period penalties to employees?
25 A. Yes.

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1 Q. Are you familiar with what a meal period
2 penalty is?
3 A. We don't word it necessarily as a meal period.
4 But if they missed, they did go over the five hours for
5 their meal period, then it would be paid.
6 Q. Then you said that Global provides a second
7 meal period after 12 hours.
8 So if they missed a second meal period, they
9 would be also paid a penalty for that?
10 A. Correct.
11 Q. Now if you look at Exhibit 6, that's a -- not
12 the one you have here. You have Exhibit 16.
13 If you could pull out Exhibit 6, it's the
14 exhibit marked 1077, GFI 1077 in the bottom right.
15 Now if you look on the first page of Exhibit 6,
16 you see at the top it says Becerra, Edgar and an I.D.
17 Do you see that?
18 A. Yes.
19 Q. So does this appear to be Mr. Becerra's time
20 records?
21 MR. WITT: The document speaks for itself.
22 THE WITNESS: Yeah, that's what it says.
23 BY MR. STILLER:
24 Q. If you turn to page 1079, GPI 1079, do you see
25 an entry on March 15, 2014?

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1 A. Yes.
2 Q. How many hours was Mr. -- Does this show
3 Mr. Becerra worked that day?
4 A. 12 hours 15 minutes.
5 Q. 12.25, right?
6 A. Yeah.
7 Q. And you said before that if he had logged a
8 second meal period, that would be included on the trip
9 log, correct?
10 A. Correct.
11 Q. If you can take a look at Exhibit 16, are you
12 looking at Exhibit 16?
13 A. Yes.
14 Q. Is this a pay stub for Mr. Becerra?
15 A. Yes.
16 Q. And is the date of the paycheck that this is a
17 stub for March 21, 2014?
18 A. Yes.
19 Q. Is the pay period March 3, 2014, to March 16,
20 2014?
21 A. Yes.
22 Q. So that shift that we've just looked at on
23 March 15, 2014, would be within this pay period,
24 correct?
25 A. Correct.

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1 Q. Do you see any meal period penalty paid to Mr.
2 Becerra on this pay period?
3 A. No.
4 Q. Thank you. I'm marking Exhibit 17.
5 (Whereupon, Exhibit 17 was marked for
6 identification.)
7 BY MR. STILLER:
8 Q. Mr. Harris, are you looking at Exhibit 17?
9 A. Yes.
10 Q. Is this the document entitled "Trip Sheet and
11 Routing" at the top?
12 A. Yes.
13 Q. It's marked GPI 965 at the bottom right?
14 A. Yes.
15 Q. Are you familiar with this document?
16 A. No.
17 Q. Have you ever seen this document before?
18 A. Yes.
19 Q. When have you seen this document?
20 A. This is the training document for MDT.
21 Q. Would this have been provided to new drivers
22 when they were put on?
23 A. At this time.
24 Q. Do you no longer use this Trip Sheet and
25 Routing Form?

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1 A. We use it for screen shots. I have updated
2 where we have used pictures of screen shots right from
3 the screen.
4 Q. What was the purpose of this form?
5 A. This form is showing you how to read, how to
6 read the -- on the MDT, you will see the trip number
7 where we talk about the trip I.D.s, the pickup to drop-
8 offs, you notice here where it's showing the same number
9 for one.
10 Like I said, it's kind of odd here. It's a
11 training document for getting used to how to read your
12 MDT screen. There would be names showing you the name.
13 The "P" stands for "pickup." The "D" stands for
14 "Drop-Off." This is the trip I.D.
15 Q. It helps employees to know how they should
16 proceed on their routes during their shifts, right?
17 A. Yes.
18 MR. WITT: Objection. Vague.
19 THE WITNESS: It let's them know whether it's a
20 pickup or drop-off. It's showing what the MDT looks
21 like.
22 BY MR. STILLER:
23 Q. Do new drivers have to do an exercise on this
24 form to show they understand it, or is this presented to
25 them so they can see what to expect on their shifts?

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1 MR. WITT: It's vague.
2 THE WITNESS: With this they actually have an
3 MDT in the training room that they would do the exercise
4 with.
5 BY MR. STILLER:
6 Q. Do you see on this form where it says "Your
7 lunch is not included in your route, so it will be your
8 responsibility to find an appropriate time to take your
9 lunch"?
10 A. I see that, yeah.
11 Q. Is that an accurate statement of Global
12 Paratransit's policy?
13 A. I would say no.
14 Q. Why was it included in the form?
15 MR. WITT: Objection. Calls for speculation.
16 THE WITNESS: I wouldn't know. I would have to
17 refer to the person who created the form.
18 BY MR. STILLER:
19 Q. Are the drivers trained on any aspect of
20 maintaining the vehicle that they drive?
21 MR. WITT: Objection. It's vague, but you can
22 answer.
23 THE WITNESS: Maintaining?
24 BY MR. STILLER:
25 Q. During their shift, they're driving long

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1 distances. The care for the vehicle, are they supposed
2 to do any vehicle -- for instance, are they supposed to
3 refuel during the day?
4 MR. WITT: Objection. It's compound, and it's
5 vague. You can answer.
6 THE WITNESS: As I stated earlier, the drivers
7 usually fuel at the end of their shift.
8 BY MR. STILLER:
9 Q. It's usually enough gas in the morning for them
10 to make it through the entire shift?
11 A. Yes. They leave with a vehicle that's low on
12 fuel for some reason that day, they would fuel before
13 they do their first pickup.
14 Q. Do they have to clean their vehicle during
15 their shift?
16 A. Yes.
17 Q. Are they allowed to be away from the vehicle?
18 We talked about this.
19 You said they're allowed to be away from the
20 vehicle when they step out to help people load, right,
21 and then when we take their meal breaks?
22 A. And their rest periods.
23 Q. When they are away from the vehicle for a meal
24 break, they have to be back in the vehicle obviously to
25 start their shift again at the end of the meal break,

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1 right?

2 A. Correct.

3 Q. Would they -- it's their responsibility to make

4 sure they're back to the vehicle in time when the meal

5 period is over?

6 A. Yes.

7 Q. All right. I think we can take a break here.

8 THE VIDEOGRAPHER: We're now going off the

9 record. The time is 2:11 p.m.

10 (A recess was taken at 2:11 p.m., and back

11 on the record 2:34 p.m.)

12 THE VIDEOGRAPHER: Now going back on the

13 record. This marks the beginning of tape number four.

14 The time is 2:34 p.m.

15 BY MR. STILLER:

16 Q. Mr. Harris, let's look at Exhibit 6 again.

17 Exhibit 6 is 1077.

18 A. I have it.

19 Q. These are the time records for Mr. Becerra. Is

20 that what you're looking at?

21 A. Yes.

22 Q. Let's look at the Brough time records. Those

23 are I believe Exhibit 5. Let's compare this with

24 Exhibit 3 again, which is the check log.

25 If you turn to page 859 of Exhibit 5, the time

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1 records, earlier we looked at a shift on April 27, 2014,

2 at the very top of this page, right?

3 A. Yes.

4 Q. We said that he was --

5 That Global counted him as clocked in for 12

6 hours on this shift, right?

7 A. Correct.

8 Q. Then we also earlier counted up the time that

9 he was clocked in based on the time noted here on the

10 record from 4:25 a.m. to 5:03 p.m., right?

11 MR. WITT: Objection. It's vague. You can

12 answer if you know.

13 THE WITNESS: That's what it shows here.

14 BY MR. STILLER:

15 Q. And then I'll represent to you that that's

16 12 hours and 38 minutes. That's what we had said

17 earlier?

18 A. Yes.

19 Q. Earlier we talked about rounding, but now I

20 want to talk about the deduction of the half an hour

21 from his pay for this day.

22 So we said there's 30 minutes deducted from the

23 amount of time that he was compensated for on his shift,

24 right?

25 A. Yes.

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1 Q. What was that 30 minutes deducted for again?

2 MR. WITT: Calls for speculation. You can

3 answer if you know.

4 THE WITNESS: What I see on his meal break from

5 839 to 9:09.

6 BY MR. STILLER:

7 Q. If he was provided a second meal break, would

8 that also be deducted?

9 A. If it was noted here on the trip sheet, yes.

10 Q. The trip sheets are accurate, correct?

11 MR. WITT: Calls for speculation.

12 THE WITNESS: It's speculation. Depends on the

13 driver, it can have an error when they go through it and

14 it would wind up usually going back over the trip sheet

15 with the employee.

16 BY MR. STILLER:

17 Q. But Global Paratransit relies on the trip

18 sheets for purposes of calculating payroll, right?

19 MR. WITT: Calls for speculation.

20 THE WITNESS: Along with the clock-in and

21 clock-out.

22 BY MR. STILLER:

23 Q. So the clock-ins and clock-outs plus the trip

24 sheets are how Global calculates how much employees

25 should be paid, right?

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1 A. Correct.

2 Q. So you rely on the accuracy of the trip logs as

3 among other records for determining payroll, right?

4 MR. WITT: It's vague. You can answer.

5 THE WITNESS: Pretty much, yes.

6 BY MR. STILLER:

7 Q. Do you know whether Mr. Brough ever signed a

8 second meal period waiver?

9 A. I don't know if he did or not.

10 Q. If employees sign such waivers, would they

11 appear in the employee's personnel files?

12 A. Should, yes.

13 Q. If an employee received a second meal period,

14 would an hour be deducted from their pay?

15 MR. WITT: Calls for speculation. You can

16 answer.

17 BY MR. STILLER:

18 Q. Rather than half an hour?

19 A. If they took two lunches, it would be an hour.

20 Q. So I could look through these time records for

21 your employees and see whether a hour was deducted or a

22 half hour was deducted, right?

23 A. Should be able to.

24 Q. Is it exactly a half an hour that's always

25 deducted?

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1 MR. WITT: Calls for speculation.
2 THE WITNESS: My assumption it's different than
3 on here, but it's different than half an hour, and
4 that's normally noted on here.
5 BY MR. STILLER:
6 Q. Does Global Paratransit require employees to
7 log half-an-hour meal break every day?
8 A. It's supposed to be what they took.
9 Q. Is it ever less than half an hour?
10 A. You're given a half an hour. That's what they
11 are going to be given, a half an hour.
12 Q. Do they ever get less than half an hour?
13 A. I don't recall anybody put less than half an
14 hour.
15 Q. Would they get in trouble if they wrote less
16 than half an hour?
17 A. They could get in trouble for not taking their
18 30 minutes as you're required to.
19 Q. Is a time greater than half an hour ever
20 deducted from pay when there's only one meal break?
21 MR. WITT: Calls for speculation.
22 THE WITNESS: It's on an individual basis. Has
23 it happened? Yeah. And it's always been noted on the
24 trip sheet.
25 BY MR. STILLER:

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1 Q. So you might see a deduction of 40 minutes, for
2 instance, if an employee takes a 40-minute lunch break?
3 A. And they note it on theirs. It's noted if a
4 person for an hour and a half fell asleep.
5 Q. Okay. Then we would see on that person's time
6 sheet an hour and a half deducted --
7 A. An hour and a half.
8 Q. -- deducted from their pay that day?
9 MR. WITT: You got to let him finish.
10 MR. STILLER: I'll ask that again.
11 BY MR. STILLER:
12 Q. We would see on that person's time sheet an
13 hour and a half deducted for that day because that was
14 the time that the meal period took that day, correct?
15 A. Correct.
16 Q. Did Global maintain a rest period policy or
17 does Global maintain a rest period policy?
18 A. Yes.
19 Q. Has it been the same policy during the entire
20 time you've worked there since 2009?
21 A. To the best I can recollect, yes.
22 Q. Is the policy applicable to all of the drivers?
23 A. Yes.
24 Q. Is it a written policy?
25 A. It's in the handbook.

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1 Q. Let's take another look at the handbook, then.
2 A. And it would be on any --
3 Q. Are you looking at the handbook now, Exhibit 4?
4 A. Yes, page 11, GPI 193.
5 Q. Now there's a section here called "Rest
6 periods," right?
7 A. Yes.
8 Q. This is the written policy that you were
9 referring to that you said is applicable to all the
10 employees, correct?
11 A. Correct.
12 Q. Now here there are a couple of bold sentences.
13 You see those?
14 A. Yes.
15 Q. So at the very top, it says take one 10-minute
16 rest period every four hours worked or every major
17 portion thereof. Do you see that?
18 A. Yes.
19 Q. A little bit further down, it says the
20 following rest period shall be provided for shifts
21 outlined below. You see that?
22 A. Yes.
23 Q. Six hours or less, one 10-minute rest period,
24 is that what Global provided?
25 A. Yes. The opportunity is for every individual

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1 to take time.
2 Q. Eight hours total, it says two 10-minute rest
3 periods in the middle of the shift for each four-hour
4 period. Is that what Global provided?
5 A. Yes.
6 Q. It says 12-hour totals, three 10-minute rest
7 periods in the middle of each three-hour period. Is
8 that what Global provided?
9 A. Yes, if it's there.
10 Q. It says six hours or less, and the next example
11 is eight hours total. What about shifts between 6 and
12 8?
13 A. They more than likely would have took two.
14 Q. Why do you think that?
15 A. That's normally what drivers would do. They
16 know they're going into their second four hours. They
17 know it's there for you to take.
18 Q. How do they know that?
19 A. When you get a opportunity, you are given any
20 opportunity to take your two 10-minute breaks.
21 Q. Any opportunity?
22 A. You can take your breaks.
23 Q. So the policy is any opportunity you get during
24 the appropriate window, you can take your 10-minute
25 break?

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1 A. Yes.
2 Q. How is that --
3 Does the driver let dispatch know when they're
4 taking their ten-minute break?
5 A. They can send it on the MDT letting them know
6 they're out of the vehicle.
7 Q. Do drivers commonly leave the vehicle during
8 the break?
9 A. Yes.
10 Q. What if there's an emergency during that time?
11 Are the drivers reachable?
12 A. No. They're on their break.
13 Q. The radio is in the vehicle?
14 A. It's in the vehicle, yes.
15 Q. But the driver may be in the vehicle for the
16 break but may not be, correct?
17 A. Correct.
18 Q. Is there any record of when an employee takes a
19 rest break?
20 A. No. Could be. I know it depends on each
21 individual fills out their trip sheets, but it's not
22 required for them to log it on their trip sheet.
23 Depends on the individual.
24 Q. Would the GPS show when the vehicle is
25 stationary?

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1 A. Yes.
2 Q. Can you download -- we asked this before.
3 You don't know how far back the GPS data is
4 kept?
5 A. No.
6 Q. Looking at this Exhibit 4, we talked about six
7 hours or less. And then we said 6 to 8, they would be
8 getting two during that time, right?
9 A. Correct.
10 Q. The next one down says 12 hours total. What
11 about between 8 and 12?
12 A. The ten-hour drivers know they can take another
13 ten-minute break. They're entitled to that.
14 Q. So just help me conceptualize. You're driving
15 on your route. You have trips you have to pick up at a
16 certain time.
17 And the drivers are supposed to take the break
18 when time allows?
19 A. Yeah. When it allows, you feel the need to
20 take a break, you have the opportunity to do it.
21 Q. What does that mean, "You have the opportunity
22 to do it"?
23 A. You're empty, you have time in between pickups.
24 No one is ever going to send a code, "I'm going on my
25 break." You are on your break.

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1 Q. That's how it -- anytime you have time between
2 pickups --
3 A. Between pickups as long as you're empty. Of
4 course, with a rider on board, you could not
5 necessarily.
6 Q. So you said that there are some trips, though,
7 where it's -- you said the buses could have up to four
8 wheelchairs and eight ambulatory passengers, correct?
9 A. Could be eight on there on the bus. It's eight
10 ambulatory can only have two chairs. If it's four
11 wheelchairs, they can have six ambulatories on the
12 biggest one.
13 Q. Is it these people might be getting picked up
14 all together or a lot of them in the bus at the same
15 time and dropped off -- I'm sorry. I'll finish there.
16 They might be all picked up together and then
17 dropped off if they're all going to roughly the same
18 spot, correct?
19 MR. WITT: Objection. It's confusing and
20 compound. You can answer.
21 THE WITNESS: Normally if you got that many in
22 a load, that would have been you're going close to a
23 drop-off at a common location, pick up, pick up and drop
24 them off together in a close area.
25 Mostly when you see something with that big of

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1 a load, you pick up in a group home or group facilities
2 and take them to a daycare. We have a lot of those. We
3 prefer to use the buses for those kind of pickups.
4 BY MR. STILLER:
5 Q. And the minivans which are the more common
6 vehicles driven by the drivers, those you said you could
7 have two wheelchairs and two ambulatory passengers or
8 four ambulatory with one wheelchair, correct?
9 A. Correct.
10 Q. You might pick up --
11 I guess do you ever have routes where you don't
12 have any wheelchairs and it's all ambulatory passengers?
13 A. Yes.
14 Q. Go ahead.
15 A. Four ambulatory passengers. You are not using
16 the wheelchair space.
17 Q. There's an open space for the wheelchair in the
18 van?
19 A. Yes.
20 Q. The most in the van you have five passengers?
21 Four ambulatory and one wheelchair?
22 A. Yes.
23 Q. And they might all be getting dropped off. You
24 might do 1 or 2 pickups and then drop-offs, or you might
25 have a situation where you have all people, all five

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1 people loaded in at one time, and you do the drop-off
2 after they're loaded in, correct?
3 A. Possibly.
4 Q. And the route driven could be short. It could
5 be a few miles, or it could be 20, 30 miles, correct?
6 A. Correct.
7 Q. And it's up to the driver to take a break
8 within the first, within the appropriate time for their
9 breaks according to your written meal period policy,
10 right?
11 MR. WITT: Objection. Vague and ambiguous and
12 confusing.
13 THE WITNESS: That would be -- you're talking
14 about the rest period break?
15 BY MR. STILLER:
16 Q. The rest period.
17 A. They would take it within their.
18 Q. They would take it within what?
19 A. Within their first four hours, they would take
20 their break.
21 Q. Have you got complaints that employees weren't
22 allowed to do that or they weren't able to do that?
23 A. Not valid.
24 Q. Not what?
25 A. Not valid.

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1 Q. Not valid complaints?
2 A. Yeah.
3 Q. What do you mean "not valid"?
4 A. I'm able to show them you're empty here. You
5 got to take your break. You don't have anybody on
6 board. Take your break. I don't want to be late to the
7 next pickup.
8 That's on me and dispatch to deal with. That's
9 a dispatch issue. Your responsibility is to take your
10 break. You are clear. Please go ahead and take your
11 break at that ten minutes.
12 Q. So the drivers know their next pickup time and
13 they want to get there at that time?
14 A. The majority of drivers are going to take their
15 break. "I'm entitled to it. I'm taking my break."
16 Q. I see. You said there are some --
17 Most employees are generally scheduled, they're
18 considered eight-hour employees, right?
19 A. Right.
20 Q. Eight-hour drivers. And some are, that are
21 nine-hour drivers and eight-hour drivers?
22 A. The majority are 8 or 10.
23 Q. Are eight-hour drivers ever longer on the clock
24 than eight-hour drive drivers?
25 A. More than likely you're going to go over

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1 because it's not exact. You are not in one location and
2 you can clock out. So you know you are cleared out
3 here. You are done for the day if you're cleared out
4 here, but because of the traffic, it took you longer to
5 get back. It took you nine hours because it took you
6 that long to get back.
7 Q. Is that the same case for the -- who you
8 referred to as the 9 and 10-hour drivers?
9 A. Yes.
10 Q. And eight is the lowest that it goes as far as
11 how you think of the driver's designation for how long
12 their shift is supposed to last, correct?
13 A. Correct.
14 Q. So shifts are generally somewhere north of
15 eight, and we've seen some shifts that are also over 12?
16 A. It's not scheduled that way, but it can happen,
17 yes.
18 Q. Are there instances when their passengers still
19 in the car at the four-hour mark in the shift?
20 MR. WITT: Objection. Calls for speculation.
21 THE WITNESS: It would have to be on a
22 individual basis. Looking at each individual, could it
23 have happened? Rarely. I can't see a driver going from
24 zero to four hours and never being empty.
25 BY MR. STILLER:

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1 Q. Your policy is that the drivers can leave the
2 vehicle during the rest break, correct?
3 A. Prefer for them to. They can but not
4 personally but to leave the vehicle.
5 Q. Why is that?
6 A. Just to get away from it. Just to get away
7 from it. Break the monotony. Get away from the
8 vehicle.
9 Q. What if something happens to the vehicle when
10 they're gone?
11 A. They're required to lock it. Take the key. We
12 had one driver -- ran into the back of him. He's
13 legally parked.
14 Q. And the driver is required to get to a safe
15 space to park the vehicle before they can take their
16 break?
17 A. You got to parked safe, legally parked and
18 safe.
19 Q. Are there times when the driver is en route
20 during the four-hour mark and hasn't taken a break yet?
21 A. It would be on an individual basis. I'd have
22 to look to see exactly why that would have happened.
23 Could it have happened? It can, but I'd have
24 to look at what was going on with that particular driver
25 that day.

Page 149 1 Q. And the routes are scheduled -- 2 What's the longest route that a driver can be 3 scheduled to drive? Go ahead. 4 MR. WITT: It's vague and calls for 5 speculation. 6 THE WITNESS: The longest route? 7 BY MR. STILLER: 8 Q. If you're driving from somewhere very far south 9 to somewhere up north, does dispatch allow for two hours 10 for that? An hour? 11 MR. WITT: It's vague. 12 THE WITNESS: To the route, it depends on the 13 time allotted on the trip and the time of day. At 7 in 14 the morning, somebody is coming here, is going to be 15 allotted more time compared to coming out at 11 in the 16 afternoon when the traffic is less. 17 BY MR. STILLER: 18 Q. So the time allotted for each trip, you said 19 there's five minutes built in to load the passenger? 20 A. To load the passenger has five minutes to come 21 out before you can mark them as a no-show. 22 Q. These schedules are created with the scheduled 23 pickup time for each rider, correct? 24 A. Yes. 25 Q. And the amount of time that's built in between	Page 151 1 the amount of time it would take you to get from the -- 2 from that point to your next pickup or drop-off, 3 correct? 4 A. Yeah. It would give you what it felt was the 5 estimated time is for what's going on out there with the 6 traffic and everything. 7 The driver can always call in and say "Traffic 8 is really bad. It's going to take me longer to drop 9 Ms. Johnson at so and so. Can you see about moving my 10 next call?" 11 Q. Just to be clear, we looked at a form earlier. 12 Let's take another look at it. This is Exhibit 13. 13 The second page of this exhibit that's marked 14 GPI 222 -- are you looking at GPI 222? 15 A. Okay, 222. 16 Q. So if there's a rest-break issue, is this the 17 form that employees fill out? 18 A. Yes. 19 Q. Again, you don't know when this form was 20 created, correct? 21 A. No. 22 MR. WITT: Asked and answered. 23 BY MR. STILLER: 24 Q. Has any employee ever approached you with this 25 form with the rest-break issue?
Page 150 1 each scheduled pickup is -- how do they determine that 2 amount of time that the driver will need to go from 3 point A to point B? 4 MR. WITT: Calls for speculation. 5 THE WITNESS: The way the system would do the 6 routing of the where the location is, what the speed of 7 that area, the traffic and how close it is, the load 8 time for the rider. 9 If it's a wheelchair, you are going to give 10 more time to load as compared to loading an ambulatory 11 rider. 12 BY MR. STILLER: 13 Q. That's done automatically? 14 A. It's within the parameters of the software, 15 yes. 16 Q. So it might build in an additional, say -- I 17 mean this is just an example -- ten minutes for a 18 wheelchair, whereas it might only give you five minutes 19 for a ambulatory passenger? 20 MR. WITT: Calls for speculation. 21 THE WITNESS: I don't know what the numbers 22 are, but it would be something along those lines. I 23 don't know what it is. 24 BY MR. STILLER: 25 Q. Then the system would automatically build in	Page 152 1 A. Not for rest break. 2 Q. You said you got it for meal break sometimes? 3 A. For meal breaks. 4 Q. Okay. I'm about done, but I'd like to review 5 my notes to make sure I haven't missed anything. Let's 6 go off the record for a minute. 7 THE VIDEOGRAPHER: We're now going off the 8 record. The time is 3 p.m. 9 (A recess was taken at 3:00 p.m., and back 10 on the record 3:15 p.m.). 11 (Mr. Deason left the deposition.) 12 THE VIDEOGRAPHER: We're now going back on the 13 record. The time is 3:15 p.m. 14 BY MR. STILLER: 15 Q. Mr. Harris, thank you for being here today. 16 I'm done with my questioning. Let's go off the record. 17 THE VIDEOGRAPHER: We're going off the record. 18 The time is 3:15 p.m. 19 (A recess was taken at 3:16 p.m., and back 20 on the record 3:18 p.m.). 21 THE VIDEOGRAPHER: We're now going back on the 22 record. The time is 3:19 p.m. 23 MR. STILLER: So Defendant's counsel said he 24 wants to ask a question of his client on the record. 25 ///

Page 153 1 EXAMINATION 2 BY MR. WITT: 3 Q. So there was -- 4 You testified earlier that if you guys review 5 the trip logs or Global Paratransit reviews the trip 6 logs for the lunch periods; is that right? 7 A. Correct. 8 Q. If you don't see a lunch period was taken, you 9 consider that incomplete, correct? 10 A. Correct. 11 Q. And do you do an investigation? How does it 12 work after that? 13 A. After that the employee would bring them over 14 to me. I would get with the employee, let them know 15 their trip sheet is incomplete. We would see, did you 16 take your lunch break or what time did you clock out for 17 whatever is missing here. 18 I didn't take it here at this time. It has to 19 be in their writing, and they would fill it in and make 20 the trip sheet complete. 21 Q. What happens if it turns out it they didn't 22 take their lunch break? 23 A. Then I would have to take it from the meal- 24 period form to pay them for the extra hour they didn't 25 take.	Page 155 1 CERTIFICATION 2 3 4 I, Martin Spee, a Shorthand Reporter within 5 and for the State of California, do hereby certify: 6 That DARIAN HARRIS, the witness whose 7 examination is hereinbefore set forth, was first duly 8 sworn by me and that this transcript of said testimony 9 is a true record of the testimony given by said witness. 10 I further certify, that I am not related to 11 any of the parties to this action by blood or marriage, 12 and that I am in no way interested in the outcome of 13 this matter. 14 15 IN WITNESS WHEREOF, I have hereunto set my 16 hand this 23rd day of July, 2018. 17 18 19 20 21 <i>Martin Spee</i> 22 <u>Martin Spee, CSR 10303</u> 23 24 25
Page 154 1 MR. WITT: No further questions. 2 MR. STILLER: So we discussed the stipulation 3 off the record to relieve the court reporter of his 4 duties under the code; 5 That the witness's attorney will maintain a 6 copy of the -- will maintain the original transcript. 7 The deponent will have 20 days to review and make any 8 changes to the transcript from the date that the 9 reporter finalizes it. 10 And the PMK depo will be kept open, and the 11 stated reasons for that include that this PMK testified 12 that he does not -- that there are other individuals 13 within the company who are more knowledgeable than he is 14 about certain practices at issue, HR policies and 15 practices; 16 And that counsel is still producing time 17 records to our office, and we would like an opportunity 18 to ask the PMK about those when we receive them. So 19 stipulated? 20 MR. WITT: So stipulated. 21 THE VIDEOGRAPHER: This concludes today's 22 deposition of Darian Harris. The total number of media 23 used was four. We're off the record at 3:21 p.m. 24 (Whereupon, the deposition was adjourned 25 at 3:21 p.m.)	Page 156 1 ESQUIRE ERRATA SHEET 2 3 Esquire Job ID: J2417265 4 Case Caption: Brough v. Global Paratransit, Inc. 5 6 7 DECLARATION UNDER PENALTY OF PERJURY 8 9 I declare under penalty of perjury that I have read 10 the entire transcript of my Deposition taken in the 11 above-captioned matter or the same has been read to me 12 and the same is true and accurate, save and except for 13 changes and/or corrections, if any, as indicated by me 14 on the DEPOSITION ESQUIRE ERRATA SHEET hereof, with the 15 understanding that I offer these changes as if still 16 under oath. Signed on the _____ day of _____, 17 2018. 18 19 _____ 20 DARIAN HARRIS 21 22 23 24 25

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EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Steven Brough and Edgar Becerra ("Plaintiffs"), as individuals and as representatives of the proposed settlement class described herein, on the one hand, and Global Paratransit, Inc. and Reza Nasrollahy ("Defendants"), on the other hand, hereby stipulate and agree that this putative class action lawsuit is hereby compromised and settled pursuant to the terms and conditions set forth below, subject to court approval.

1. DEFINITIONS.

The following terms used in this Settlement Agreement and Release shall have the following meanings:

1.1 "Action" means the consolidated action entitled *Brough et al. v. Global Paratransit, Inc. et al.*, Los Angeles County Case No. BC616177 (including related case BC619163).

1.2 "Agreement" means this document and all of the attachments hereto.

1.3 "Change of Control" means (a) the acquisition by a single entity (or group of affiliated entities) that is not directly controlled by the existing shareholders, of more than fifty percent (50%) of the common stock of any Defendant; (b) the sale of all or substantially all of the assets of any Defendant; and/or (c) the dissolution or liquidation of any Defendant.

1.4 "Class" means all drivers who are or were employed by Defendants within the State of California who worked one or more pay periods from April 7, 2012 to March 18, 2019.

1.5 "Class Counsel" means Eric B. Kingsley and Ari J. Stiller of Kingsley & Kingsley, APC and David Deason and Matthew Archbold of Deason & Archbold.

1.6 "Class Member" means each person eligible to participate in this Settlement who is a member of the Class.

1.7 "Class Period" means the period of April 7, 2012 to March 18, 2019.

1.8 "Class Representatives" means Steven Brough and Edgar Becerra, subject to Court approval.

EXHIBIT

A

1.9 “Complaint” means the Class Action Complaint entitled *Stephen Brough v. Global Paratransit, Inc. et al.*, case number BC616177, filed April 7, 2016; the Class Action Complaint entitled *Becerra v. Global Paratransit, Inc.*, case number BC619163, filed May 2, 2016; and any amendments to these complaints, including the Consolidated Class Action Complaint entitled *Stephen Brough and Edgar R. Becerra v. Global Paratransit et al.*, filed May 9, 2017.

1.10 “Court” means the Superior Court of the State of California for the County of Los Angeles.

1.11 “Defendants” means Global Paratransit, Inc. and Reza Nasrollahy.

1.12 “Defendants’ Counsel” means Michael B. Adreani and Trevor R. Witt of the law firm Roxborough, Pomerance, Nye & Adreani.

1.13 “Effective Date” means the latest of the following dates: (i) the date when the Court enters an order granting final approval of this settlement, if no objection to the settlement has been made; or (ii) sixty days after entry of Final Judgment or the date on which any appeal or request for appellate review from the Final Judgment has finally concluded, if there is an objection.

1.14 “Enhancement Payment” means such award as the Court authorizes to be paid to the Plaintiffs in recognition of their efforts in obtaining the benefits of the Settlement for the Class, not to exceed \$5,000.00 each.

1.15 “Final Approval and Fairness Hearing” means a hearing held before the Court to consider Final Approval of the Settlement, the merits of any objections, Plaintiffs’ request for attorneys’ fees and expenses, Settlement Administration Costs, and the Class Representatives’ Enhancement Payments.

1.16 “Final Judgment” means a judgment issued by the Court, in substantially the form of Exhibit 4 hereto, approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

1.17 "Gross Settlement Amount" is the sum of Four-Hundred Eighty-Eight Thousand Dollars (\$488,000.00), which represents the amount payable in this Settlement by Defendant, and includes without limitation the Settlement Administration Costs, attorneys' fees, litigation costs, the employees' share of payroll taxes on the wage portion of the settlement, Enhancement Payments to the Class Representatives, and the Private Attorneys General Act of 2004 ("PAGA") payment. This Settlement Amount is non-reversionary.

1.18 "Net Settlement Amount" is the remaining portion of the Gross Settlement Amount after deduction of Settlement Administration Costs, attorneys' fees, litigation costs, Enhancement Payments to the Class Representatives, and the State of California's share of the PAGA Payment. The Net Settlement Amount will be distributed to Participating Class Members.

1.19 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1 which will notify Class Members of the basic terms of the settlement, options for objecting or excluding themselves, and the date and location of the Final Approval and Fairness Hearing.

1.20 "Order Granting Final Approval" means the document substantially in the form attached hereto as Exhibit 3.

1.21 "Order Granting Preliminary Approval" means the document substantially in the form attached hereto as Exhibit 2.

1.22 "PAGA Claims" means the Class Representatives' representative claims seeking penalties pursuant to the Private Attorneys General Act of 2004.

1.23 "PAGA Payment" means a total payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to settle all claims under PAGA. From this amount, 75% (or \$5,625.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") for civil penalties pursuant to the PAGA and 25% (or \$1,875.00) will remain in the Net Settlement Amount to be distributed to Participating Class Members.

1.24 "Participating Class Members" means all Class Members who do not opt out of the Settlement.

1.25 "Parties" mean Plaintiffs and Defendant collectively.

1.26 "Plaintiffs" means Steven Brough and Edgar Becerra.

1.27 "Preliminary Approval Date" means the date the Court enters an order substantially in the form of Exhibit 2 hereto, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to Class Members, appointing Class Counsel, and setting the date of the Final Approval and Fairness Hearing.

1.28 "QSF" means the Qualified Settlement Fund established by the Settlement Administrator for the benefit of the Class Members and from which the settlement payments shall be made.

1.29 "Released Claims" means all claims, demands, rights, liabilities and causes of action that were or could have been asserted for violation of the California Labor Code, the California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief, based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendants failed to pay wages, minimum wages, or overtime; made improper deductions from wages; failed to provide lawful meal or rest periods; kept or provided inaccurate records under Labor Code section 226 or 2810.5; failed to pay lawful wages upon termination or resignation; or engaged in unfair business practices or is subject to penalties under PAGA during the Class Period.

1.30 "Releasees" means Defendants, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

1.31 "Response Period Deadline" means the sixty (60) day period Class Members have to opt out or object to the settlement from the date the Settlement Administrator mails the Notice of Settlement.

1.32 "Settlement" means the terms and conditions set forth in this Agreement.

1.33 "Settlement Administration Costs" means the fees and costs charged by the Settlement Administrator for its services in administering the Settlement, including the issuance of the Notice of Settlement and the calculation and payment of settlement distributions to Participating Class Members. The Parties currently project Settlement Administration Costs not to exceed \$25,000.00.

1.34 "Settlement Administrator" means and refers to Rust Consulting, Inc., the entity that will be responsible for the administration of the Settlement and related matters as described in this Settlement.

1.35 "Settlement Award" means an individual Class Member's allocation of the Net Settlement Amount, as defined in Section 6.9.

2. DESCRIPTION OF THE LITIGATION.

2.1 This is a class action brought by former drivers of Defendant Global Paratransit, Inc. for claims including: failure to pay wages, minimum wages, and overtime under Labor Code §§ 510, 1104, 1197-1199; improper deductions from wages under Labor Code §§ 221, 223, and 300; failure to provide lawful meal and rest periods under Labor Code § 226.7; failure to keep accurate records under Labor Code §§ 226 and 2810.5; failure to issue lawful itemized wage statements under Labor Code § 226; failure to pay lawful wages upon termination or resignation under Labor Code § 203; and unfair business practices under Business & Professions Code § 17200 et seq.; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq.

2.2 In the course of litigation, each party propounded written discovery. Defendant responded to Plaintiff's Special Interrogatories, Requests for Production, Requests for

Admissions, and Form Interrogatories, and Plaintiffs responded to Defendant's Special Interrogatories, Requests for Production, Form Interrogatories, and Request for Admissions.

2.3 The parties attended mediation on August 4, 2017, which went forward but was not successful.

2.4 After the unsuccessful mediation, the parties conducted additional written discovery and depositions. Defendant produced the class list after a *Belair* notice and Plaintiffs' counsel interviewed class members once their contact information was obtained. In June and July, 2018, Defendant produced payroll records, timekeeping records, and driver trip logs for a sample of the class. Plaintiff's counsel also took a PMK deposition of Defendant's operations manager on July 18, 2018.

2.5 Following this additional discovery, the parties agreed to attend a second mediation with Hon. Gail Andler (Ret.), which went forward on January 18, 2019. The Parties resolved the matter at this second mediation and entered into a Memorandum of Understanding. The complete terms of the Parties' settlement are contained within this Agreement. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.6 The agreed-upon Settlement was reached after evaluating the Parties' theories of potential exposure for the underlying claims, as well as Plaintiffs' claims for interest and penalties. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendant's contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged during the settlement negotiations, are sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

3. BENEFITS OF THE SETTLEMENT TO THE PROPOSED CLASS.

3.1 Based on their own independent investigations and evaluations, Class Counsel are of the opinion that this Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interests of the Class. Class Counsel are also of the opinion that

the total consideration and payment set forth in this Settlement is adequate in light of the uncertainties surrounding the risk of further litigation and the defenses that Defendant has asserted and could assert.

3.2 Class Counsel has weighed the monetary benefit under the Settlement to the Class against the expenses and length of continued proceedings that would be necessary to prosecute the instant Action through class certification, trial and possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as class actions, the difficulties and delay inherent in such litigation, as well as Defendant's ability to pay a judgment in the event the Class prevailed. Class Counsel has determined that the Settlement is in the best interests of the Class.

3.3 Class Representatives warrant and represents that they are effecting this Settlement and executing this Agreement after having received full legal advice as to their respective rights and have had the opportunity to obtain independent counsel to review this Agreement.

4. DEFENDANT'S POSITION.

4.1 Neither this Settlement, nor any document referred to in it, nor any actions taken pursuant to this Settlement, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the Complaint, the representative character of the Action, the propriety of class treatment, the validity of any of the claims that were or could have been asserted by the Class Representatives and/or Class Members in the Action, or of any liability or guilt of Defendant in the Action. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants, nor has there been any final determination as to whether a class should be certified, other than for settlement purposes only.

4.2 Defendants will stipulate to the certification of Class claims for settlement purposes _____ only. Defendants dispute that certification is proper for the purposes of litigating the Class' claims proposed in or flowing from the Complaint.

5. THE CONDITIONAL NATURE OF THIS STIPULATION.

5.1 This Settlement and all associated exhibits or attachments are made for the sole purpose of settling the above-captioned lawsuit. This Stipulation and the Settlement it evidences are made in compromise of disputed claims. Because this Action was pled as a class action, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Stipulation and associated Settlement on a conditional basis. If the Court does not enter the Order Granting Final Approval, the proposed judgment does not become a Final Judgment for any reason, and/or the Effective Date does not occur, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Stipulation shall remain subject to the provisions of California Evidence Code §§ 1119 and 1152, and any other analogous rules of evidence that are applicable.

5.2 The Parties have agreed to resolve the Action via this Stipulation, but to the extent this Stipulation is deemed void or the Effective Date does not occur, neither Party waives, but rather expressly reserves, all rights to bring all claims in this Action and to challenge all such claims and allegations in the Action upon all procedural, merit, and factual grounds, including, without limitation, the ability to pursue all claims and challenge class treatment on any grounds, as well as asserting any and all other privileges and potential defenses. All Parties agree that they retain and reserve these rights, and the Parties agree not to argue or present any argument, and hereby waive any argument that, based on this Stipulation, either Party cannot bring any claims or make any allegations or contest any claims and any allegations in this Action nor does this Stipulation affect any arguments for or against class certification on any grounds whatsoever, or prohibit either Party from asserting any and all other privileges or potential claims or defenses.

6. **OPERATIVE TERMS OF SETTLEMENT.**

The Parties agree as follows:

6.1 Cooperation. The Parties will cooperate in obtaining, through written stipulation or unopposed motion if a motion is required, an order from the Court approving the Settlement at the earliest possible date. The Parties agree to use their best efforts to expedite the preparation and

submission of the Settlement and related documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court or that are otherwise necessary to the approval and implementation of this Settlement, and shall otherwise use their respective best efforts to obtain the Court's certification of the Class for purposes of this Settlement, as well as Court approval of this Settlement.

6.2 Preliminary Approval. Counsel for Plaintiffs shall request a hearing before the Court to seek preliminary approval of the Settlement on the earliest practical date. In conjunction with such hearing, the Parties will submit this Agreement and any other documents necessary to implement the Settlement. Simultaneously with the filing of this Agreement and solely for purposes of this Settlement, counsel for the Parties will request that the Court enter an Order Granting Preliminary Approval, substantially in the form of Exhibit 2 hereto, preliminarily approving the proposed Settlement, conditionally certifying the Class for settlement purposes, and setting a date for the Final Approval and Fairness Hearing. The Order Granting Preliminary Approval shall also provide for Notice of Settlement to be disseminated to Class Members as specified herein.

6.3 Notice to Class Members. The Settlement Administrator shall disseminate the Notice of Settlement in the manner described below, with the Settlement Administration Costs being paid from the Gross Settlement Amount.

6.3.1 No later than ten (10) days after the entry of the Order Granting Preliminary Approval, Defendants shall provide the Settlement Administrator with a list in Excel format containing the name, last known mailing address, last known telephone number, employee ID number, social security number, and the number of pay periods worked by each Class Member for all periods of employment at any time during the Class Period (or the related dates of employment during the class period). No later than three (3) days after receipt, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Class Members on the list.

6.3.2 No later than fourteen (14) days after receipt of the list from Defendants, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement substantially in the forms attached as Exhibit 1, respectively, to each Class Member by first-class mail, postage prepaid.

6.3.3 Any Notice of Settlement returned to the Settlement Administrator as undelivered and bearing a forwarding address shall be re-mailed by the Settlement Administrator within three (3) days following receipt of the returned mail. For any Notice of Settlement returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall make reasonable efforts to obtain a valid mailing address by using standard skip tracing devices. Following each search that results in a corrected address, the Settlement Administrator shall promptly resend the original Notice of Settlement to the Class Member by first-class mail, postage prepaid.

6.3.4 The Parties shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses.

6.3.5 All costs of settlement administration shall be paid from the Gross Settlement Amount, including the cost of mailing the Notice of Settlement and searching for Class Members' addresses.

6.3.6 In a timely manner with input from the Parties, the Settlement Administrator shall file a declaration under penalty of perjury advising the Court regarding its dissemination of the Notice of Settlement, receipt of exclusions and objections, and general administration of the settlement.

6.3.7 Compliance with these procedures shall constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to provide notice of the proposed settlement.

6.4 Objecting to or Requesting Exclusion from the Settlement.

6.4.1 Requests for Exclusion. Class Members may opt out of the Settlement. Class Members who wish to exercise this option must submit a request for exclusion as provided in this Section. The request for exclusion must be in writing and contain the name, address, and telephone number of the person requesting exclusion, must be returned by mail to the Settlement Administrator at the specified address, and must be postmarked on or before the Response Period Deadline. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests exclusion from the Settlement will not be entitled to any share of the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Members of the Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement and the Final Judgment. No later than ten (10) days after the Response Period Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely requested exclusion from the Settlement.

6.4.2 Objections. Any Class Member or person purporting to act on behalf of any Class Member who wishes to object to this Settlement may do so in person at the Final Approval and Fairness Hearing and/or in writing. Any written objection must describe the objection and legal grounds that support it. Such written objection and all supporting briefs or other materials must be submitted to the Settlement Administrator and served on Class Counsel and Defendants' Counsel no later than the Response Period Deadline. Either of the Parties may file a responsive document to any objection no later than five (5) days before the Final Approval and Fairness Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defendants' Counsel no later than the Response Period Deadline.

6.4.3 Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval and Fairness Hearing shall be deemed to have

waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

6.4.4 Self-Identified Class Members. If any individual whose name does not appear on the class list provided by Defendant to the Settlement Administrator and who has not previously opted out of the Class, believes that he or she is a member of the Class, he or she shall have the opportunity to dispute his or her exclusion from the Class. If an individual believes he or she is a member of the Class, he or she must notify the Settlement Administrator in writing no later than the Response Period Deadline. The Parties will meet and confer regarding any such individuals in an attempt to reach an agreement as to whether any such individual should be regarded as a member of the Class. If the parties so agree, the Settlement Administrator will mail a Notice of Settlement to the individual, and treat the individual as a member of the Class for all other purposes. Such an individual will have all of the same rights as any other member of the Class under this Agreement.

6.5 Parties' Rejection Options.

6.5.1 If more than 10 percent of Class Members to whom Class Notice is mailed request exclusion, Defendants shall have the option to void the Settlement in its entirety, provided, however, that such option must be exercised within seven (7) days after being notified by the Settlement Administrator of the number and percentage of Class Members who have timely requested exclusion. If Defendant chooses to exercise this option, the Settlement will be void and unenforceable in its entirety.

6.5.2 Defendants represent that the class includes approximately 1,100 members. If the actual number of Class Members provided to the Settlement Administrator after preliminary approval is more than 5% above the 1,100 Class Members as represented by Defendant, Defendant has the right to increase the Gross Settlement Amount pro rata for each additional person. For example, until the class size exceeds 1,155, no additional amount will need be added. For each additional person added above 1,155, Defendant may pay an additional pro rata amount above the Gross Settlement Amount. If Defendant chooses not to increase the settlement amount

and the actual number of Class Members is greater than 1,155, Plaintiffs have the right to rescind the Settlement on behalf of the Class. If Plaintiffs choose to exercise this option, the Settlement will be void and unenforceable in its entirety.

6.6 Application for Attorney's Fees and Litigation Costs.

6.6.1 Class Counsel shall apply to the Court for an award of fees from the Gross Settlement Amount in an amount not to exceed 33.3% of the Gross Settlement Amount (\$162,666.67) and litigation costs not to exceed \$22,000.00. Any award of fees to Class Counsel shall be payable only from the Gross Settlement Amount. Defendant agrees not to oppose Class Counsel's application for fees and costs.

6.7 Final Approval and Fairness Hearing.

6.7.1 A Final Approval and Fairness Hearing shall be noticed for a date set by the Court at the Preliminary Approval Hearing. The parties shall request the earliest possible date for the Final Approval and Fairness Hearing after allowing sufficient time following the Preliminary Approval Date for the provision of Notice of Settlement and the expiration of the Response Period Deadline.

6.8 Final Judgment.

6.8.1 If the Court approves this Settlement at the Final Approval and Fairness Hearing, the Parties request that the Court enter the Final Judgment in the form attached hereto as Exhibit 4. It is expressly agreed by the Parties that the Court will retain jurisdiction to enforce the terms of this Agreement and the Final Judgment pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

6.9 Allocation of the Net Settlement Amount

6.9.1 Each Participating Class Member's Settlement Award shall be determined on a pro rata basis based on the number of pay periods worked by the Participating Class Member during the Class Period. A Participating Class Member's Settlement Award shall be determined by taking the Participating Class Member's pay periods during the Class Period and dividing them

by the total number of pay periods worked by all Participating Class Members in the Class Period to determine his or her pro rata share of the Net Settlement Amount.

6.9.2 The Parties recognize that the Settlement Awards to be paid to Class Members reflect settlement of a dispute over claimed wages, interest, premiums and penalties. The Parties agree that the Settlement Awards are not, and are not intended to be made as a payment with respect to a penalty or a punishment of any type or kind for purposes of Internal Revenue Service Code Section 162(f). With the exception of the payment made for the PAGA claim, no governmental entity is directly or indirectly a recipient of any portion of the payments made pursuant to this Settlement, and no governmental entity has any interest or involvement of any type or kind in the litigation hereby settled. The payments made herein are not made or received with the intention of avoiding or reducing any liability to a governmental entity of any type or kind. All Settlement Awards to Participating Class Members are allocated as follows:

(a) 1/3 of each Class Member's Settlement Award shall be allocated for payment of disputed wages (less normal deductions and withholdings) to Participating Class Members. For this portion of the Settlement Award, Participating Class Members shall receive a W-2 form.

(b) 2/3 of each Class Member's Settlement Award shall be allocated for disputed interest and penalties (1/3 is allocated as interest and 1/3 is allocated as penalties). This portion of the Settlement Award consists of other income, not wages, for which Participating Class Members shall receive a 1099 form as and if required by law.

6.10 Reporting of Taxes

6.10.1 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required under this Section. The Gross Settlement Amount shall not include the employer's share of payroll taxes.

6.10.2 Other than the withholding and reporting requirements set forth above, Participating Class Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Stipulation. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Stipulation, including the payments to Class Members, the payments to Class Counsel, the payments to the Class Representatives, the payroll tax liability of Defendant, or the allocation of Settlement Awards to wage and non-wage income, or otherwise as to tax implications of any provision of this Agreement.

6.11 Distribution of Settlement Proceeds

6.11.1 By the later of fourteen (14) days after the Effective Date or January 20, 2020, Defendant shall pay the Gross Settlement Amount by wiring the funds into the QSF established and controlled by the Settlement Administrator. Under no circumstances shall Defendant be required to pay any other amounts as a consequence of this Settlement, except as expressly provided herein.

6.11.2 The QSF shall be a non-interest-bearing account at a bank that is FDIC insured for the full amount deposited.

6.11.3 No later than fourteen (14) days after the receipt of the Gross Settlement Amount, the Settlement Administrator shall issue (1) attorney's fees and expenses to Class Counsel in the amount approved by the Court, (2) payment to the LWDA in the amount of 75% of the PAGA Payment, (3) Enhancement Payments to the Class Representatives in the amount approved by the Court, and (4) Settlement Awards to Participating Class Members in the form of a check in the name of the Participating Class Member, which shall become null and void if not deposited within one-hundred and eighty (180) days of issuance.

6.11.4 After one-hundred and eighty (180) days of issuance, any unclaimed, undeliverable, or expired funds will be transmitted by cy pres designation to Bet Tzedek Legal Services with Defendant to pay interest that has accrued on the uncashed funds pursuant to California Code of Civil Procedure section 384. The parties agree that this proposed cy pres

designee is a nonprofit organization that supports projects that will benefit the Aggrieved Employees or similarly situated persons and that promotes the law consistent with the objectives and purposes of this case.

6.11.5 No person shall have any claim against the Settlement Administrator, Defendant or any of the Releasees, the Class Representative, the Class Members, or Class Counsel based on distribution or payments made substantially in accordance with this Settlement, or further orders of this Court.

6.12 Release of Class Claims

6.12.1 Contingent upon full and final payment by Defendant of the Gross Settlement Amount, the Class Representatives and each Participating Class Member shall be deemed to have fully, finally, and forever released the Releasees from all Released Claims to the fullest extent permitted by law.

6.13 General Release of Named Plaintiffs' Claims

6.13.1 In consideration for, *inter alia*, Defendant's agreement to pay the Enhancement Payments, Plaintiffs hereby release and discharge the Releasees for any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, attorneys' fees, obligations or liabilities of any nature, type or description, whether known or unknown, suspected or unsuspected, whether administrative, civil or criminal, whether arising from statute, common law, regulation or other legal source, that relate to, are connected to, or arise out of any and all of the following: (1) their employment or the termination thereof, (2) their dealings or interactions with the Releasees (3) the claims asserted in the Action, (4) any claim that could have been asserted in the Action. In this regard, Plaintiffs expressly waive and relinquish to the fullest extent possible the provisions, rights and benefits of California Civil Code section 1542. Section 1542 provides:

**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.**

Plaintiffs further covenant not to initiate any court proceeding or administrative action, or to make any claim whatsoever, against the Releasees relating in any manner to any claims released herein, to the full extent such a covenant is enforceable at law. This covenant shall not be deemed to apply or be construed to apply to any administrative proceeding, government enforcement action, or worker's compensation proceeding the future participation in which is not waivable by an individual as a matter of law.

6.14 Notice to the Settlement Class of the Final Judgment

6.14.1 Notice of the final judgment will be mailed out along with the Settlement checks to all Participating Class Members pursuant to California Rules of Court, rule 3.771.

6.15 Change of Corporate Control.

6.15.1 In the event that Defendant experiences a corporate Change of Control, Defendant shall inform the new controlling entity of this agreement, and that all of Defendant's obligations under this Agreement shall become the responsibility of the new controlling entity.

6.16 Miscellaneous Provisions

6.16.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Plaintiff and the Class:

Eric B. Kingsley
Ari J. Stiller
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

David Deason
Matthew Archbold
DEASON & ARCHBOLD
17011 Beach Boulevard, Suite 900

Huntington Beach, CA 92647

John M. Norton, Esq.
Matthew Norton & Associates, P.C.
5855 E. Naples Plaza, Ste 112
Long Beach, CA 90803
(562) 433-3208

To Defendants:

Michael B. Adreani
Trevor R. Witt
Roxborough, Pomerance, Nye & Adreani
5820 Canoga Avenue, Suite 250
Woodland Hills, CA 91367

6.16.2 The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement.

6.16.3 Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

6.16.4 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Class Representative, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Settlement except as expressly provided herein.

6.16.5 The amounts paid under this Settlement Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan or policy sponsored by Defendant or Releasees. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, any benefit plans, policies or programs. Any payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis as salary, earnings, wages or any other form of compensation for the purposes of any sponsored benefit plan, policy or bonus program, including, but not limited to, vacation, leave, and sick policies. Defendants and Releasees retain the right to modify the language of any benefit plans, policies and programs to

effect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for any measuring term as defined by applicable plans, policies, and programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

6.16.6 This Settlement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing used by the Parties hereto.

6.16.7 The Parties and their counsel agree that they will not, unless required by law, issue any press releases or have any communications with the press concerning this litigation, one another, and/or Defendant's business practices.

6.16.8 This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between the Parties with respect to the settlement of the Action and Released Claims against Defendant. Except those set forth expressly in the Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the Settlement of the Action and the Released Claims against Defendant.

6.16.9 This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

6.16.10 Because the proposed Class has not yet been certified, and the members of the proposed Class are numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Settlement. It is agreed that, for purposes of seeking approval of this Settlement, this Settlement may be executed on behalf of the proposed Class by the Class Representatives.

6.16.11 This Settlement shall become effective upon its execution by the Class Representatives. Class Representatives, Class Counsel, Defendants and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument.

6.16.12 The Settlement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Settlement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

6.16.13 Paragraph titles or captions contained in the Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement, or any provision thereof.

6.16.14 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 3/22, 2019

By: Steven Brough
Steven Brough
Plaintiff

Dated: _____, 2019

By: _____
Edgar Becerra
Plaintiff

Dated: _____, 2019

By: _____
Reza Nasrollahy
Defendant

Dated: _____, 2019

By: _____
Global Paratransit, Inc.

By: _____

6.16.12 The Settlement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Settlement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

6.16.13 Paragraph titles or captions contained in the Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement, or any provision thereof.

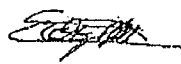
6.16.14 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: _____, 2019

By: _____
Steven Brough
Plaintiff

Dated: 4/12/2019, 2019

By: 
Edgar Becerra
Plaintiff

Dated: _____, 2019

By: _____
Reza Nasrollahy
Defendant

Dated: _____, 2019

By: _____
Global Paratransit, Inc.

By: _____

6.16.12 The Settlement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Settlement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

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6.16.14 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: _____, 2019

By: _____
Steven Brough
Plaintiff

Dated: _____, 2019

By: _____
Edgar Becerra
Plaintiff

Dated: 6/5, 2019

By: [Signature]
Reza Nasrollahy
Defendant

Dated: 6/5, 2019

By: [Signature]
Global Paratransit, Inc.

By: Reza Nasrollahy

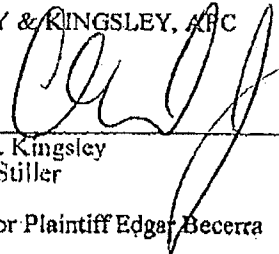
Its: CEO

Defendant

APPROVED AS TO FORM AND CONTENT.

DATED: June 6, 2019

KINGSLEY & KINGSLEY, APC

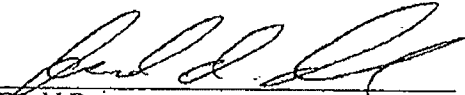
BY: 

Eric B. Kingsley
Ari J. Stiller

Attorneys for Plaintiff Edgar Becerra

DATED: 6-6-, 2019

DEASON & ARCHBOLD

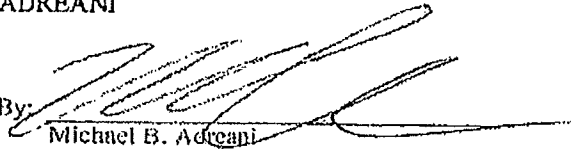
By: 

David Deason

Attorneys for Plaintiff Steven Brough

DATED: Jun 6, 2019

ROXBOROUGH POMERANCE NYE &
ADREANI

By: 

Michael B. Adreani

Attorneys for Defendants Global Paratransit,
Inc. and Reza Nasrollahy

EXHIBIT C

ALM RESEARCH

2007 NLJ Billing Survey

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Fiscal Year - 2007
Billing Source-National Law Journal 12/11/2007
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Firm Name	Partner Billing Rate High		Partner Billing Rate Low		Associate Billing Rate High		Associate Billing Rate Low		Associate Billing Rate Average		Partner Billing Rate Average		Firmwide Billing Rate Average		Associate Billing Rate Med		Partner Billing Rate Med		Firmwide Billing Rate Med	
	Rate High		Low		High		Low		Average		Average		Average		Med		Med		Med	
Adams and Reese	\$500		\$225		\$255		\$165		\$198		\$305		\$278		\$197		\$300		\$275	
Andrews Kurth	\$795		\$400		\$460		\$210													
Arent Fox	\$675		\$395		\$440		\$240													
Armstrong Teasdale	\$450		\$295		\$295		\$165													
Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525		\$230		\$315		\$160		\$205		\$325		\$280		\$200		\$320		\$270	
Barnes & Thornburg	\$485		\$265		\$295		\$180		\$225		\$350		\$302		\$220		\$355		\$310	
Beas, Berry & Sims PLC	\$575		\$300		\$285		\$180		\$203		\$275		\$212		\$235		\$390		\$265	
Best Best & Krieger	\$495		\$290		\$350		\$160		\$179		\$254		\$253		\$175		\$295		\$300	
Bond, Schoenack & King	\$435		\$200		\$250		\$140		\$211		\$335		\$258		\$205		\$330		\$260	
Bradley Arant Rose & White	\$520		\$240		\$280		\$180		\$233		\$391		\$344		\$230		\$395		\$350	
Briggs and Morgan	\$500		\$250		\$325		\$195		\$273		\$479		\$365		\$250		\$485		\$350	
Brinks Hofer Gilson & Lione	\$650		\$300		\$410		\$165		\$232		\$361		\$294		\$225		\$360		\$275	
Broad and Cassel	\$450		\$250		\$270		\$170		\$219		\$373		\$308		\$218		\$390		\$325	
Brownstein Hyatt Farber Schreck	\$675		\$260		\$495		\$165		\$295		\$493		\$394		\$295		\$490		\$375	
Bryan Cave	\$695		\$320		\$460		\$160													
Buchanan Ingersoll & Rooney	\$750		\$320		\$460		\$150		\$240		\$285		\$260		\$220		\$275		\$250	
Bullivant Houser Bailey	\$500		\$225		\$350		\$175		\$235		\$340									
Burr & Forman	\$470		\$250		\$305		\$175													
Butzel Long	\$575		\$210		\$350		\$155													
Carlton Fields	\$600		\$280		\$375		\$190		\$243		\$406		\$312		\$245		\$405		\$300	
Cooley Godward Kronish	\$875		\$470		\$555		\$250													
Covington & Burling	\$800		\$510		\$525		\$240													
Cozen O'Connor	\$750		\$230		\$530		\$155		\$283		\$420		\$350		\$280		\$425		\$340	
Curtis, Mallet-Prevost, Colt & Mosle	\$735		\$635		\$560		\$280		\$361		\$666		\$396		\$360		\$685		\$480	
Davis Wright Tremaine	\$695		\$300		\$390		\$170		\$257		\$430		\$375		\$250		\$423		\$375	
Day Pitney	\$650		\$350		\$525		\$210		\$306		\$472		\$374		\$310		\$465		\$375	
Dickinson Wright	\$530		\$260		\$275		\$170													
Dickstein Shapiro Morin & Oshinsky	\$825		\$425		\$440		\$225		\$336		\$552		\$438		\$360		\$550		\$425	
Dinsmore & Shohl	\$475		\$235		\$285		\$155		\$199		\$342		\$275		\$190		\$340		\$250	
Dorsey & Whitney	\$750		\$220		\$470		\$145		\$274		\$493		\$375		\$260		\$463		\$365	
Duane Morris	\$705		\$315		\$465		\$150		\$310		\$475		\$416		\$305		\$470		\$415	
Dykema Gossett	\$625		\$245		\$390		\$185		\$272		\$403									
Edwards Angell Palmer & Dodge	\$700		\$350		\$450		\$170		\$293		\$515		\$407		\$280		\$513		\$400	
Epstein Becker & Green	\$675		\$280		\$440		\$155		\$290		\$471		\$380		\$280		\$475		\$395	
Fenwick & West	\$775		\$500		\$500		\$245		\$360		\$590		\$395		\$370		\$600		\$410	
Foley & Lardner	\$855						\$185		\$387		\$550		\$476		\$375		\$550		\$475	
Ford & Harrison	\$560		\$325		\$395		\$210													
Fowler White Boggs Banker	\$500		\$230		\$325		\$150		\$217		\$345		\$303		\$210		\$340		\$300	

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
45	Fox Rothschild	\$595	\$240	\$440	\$190						
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	Gray/Robinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	\$250
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carriere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and DeInard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$285	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$380	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$385	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$575	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455

	A	C	D	E	F	G	H	I	J	K	L
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						
93	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
94	Pheips Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Philips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Poisnell Shaton Welte Suettraus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Staples & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$553	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Mink	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT D

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

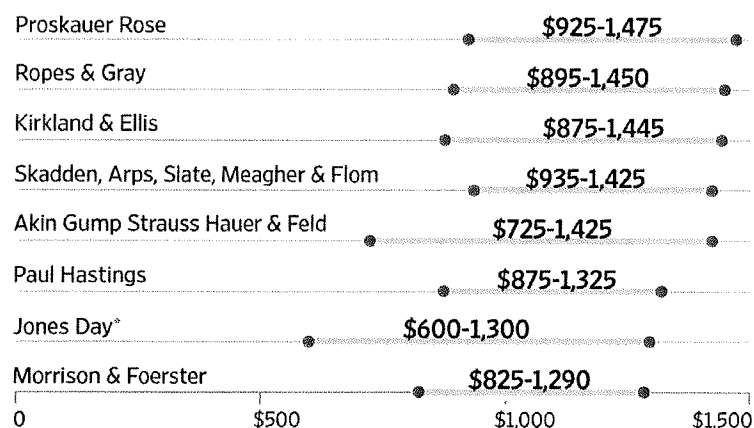
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT E

LAFFEY MATRIX

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Case Law

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., McDowell v. District of Columbia, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); Salazar v. Dist. of Col., 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT F

Cost report for Global Paratransit Inc. adv. Becerra, Edgar

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
5/2/2016	Filing Fee	LASC, Clerk	S&C	\$1,435.00	Filing Fee 12432
5/31/2016	COSTS			\$18.75	Copy Charge
7/6/2016	postage	Postage	June 2016 postage.	\$3.25	Postage
7/21/2016	Attorney Relat	Attorney Related Servic	Inv. Date 6-10-16	\$20.00	Attorney Related Servi
7/21/2016	Attorney Relat	Attorney Related Servic	Inv. Date: 6-10-16 Inv. DateL 6-10-16 Inv. Date 6-30-16	\$50.00	Attorney Related Servi
7/25/2016	COSTS	Copies	for the period of 6/1/16-6/30/16	\$15.75	Copy Charge
7/26/2016	COSTS	Copies	for the period of 5/1/16-5/31/16	\$18.75	Copy Charge
9/30/2016	COSTS	Case Anywhere	INV#82305	\$85.20	COSTS 12646
11/11/2016	postage	Postage	October 2016	\$0.47	Postage
12/20/2016	COSTS	Case Anywhere	doc fee INV#89298	\$120.00	COSTS 12784
12/23/2016	postage	postage	December 2016	\$2.70	Postage
1/4/2017	copies	copy charge	December 2016	\$14.00	copies
1/30/2017	COSTS	Fed Ex	service date: 12-15-16	\$21.48	COSTS 12818
1/30/2017	COSTS	Fed Ex	service date: 12-21-16	\$22.85	COSTS 12818
2/7/2017	COSTS	Attorney Related Servic	filing fee service date: 12-15-16	\$60.00	COSTS 12826
2/13/2017	postage	Postage	January 2017	\$6.45	Postage
3/1/2017	postage	Postage	February 2017	\$8.12	Postage
3/2/2017	COSTS	CourtCall	hearing date: 3-23-17	\$86.00	COSTS
3/7/2017	copies	copies	February 2017	\$21.00	Copy Charge
3/17/2017	COSTS	Case Anywhere	INV#964448	\$125.00	COSTS 12882
4/4/2017	postage	Postage	March 2017	\$2.66	postage
4/25/2017	copies	copy charge	for the period of 3/1/17-3/31/17	\$13.25	copies
5/1/2017	postage	postage	April 2017	\$0.92	Postage
5/9/2017	copies	copy charge	for the period of 4/1/17-4/30/17	\$1.00	copies
5/27/2017	COSTS	Attorney Related Servic	service of documents date: 4-21-17	\$94.00	COSTS 12962
6/7/2017	COSTS	Case Anywhere		\$120.00	COSTS 12990
6/7/2017	copies	copy charge	for the period of 5/1/17-5/31/17	\$6.50	copies
6/17/2017	COSTS	JAMS	Mediation fee	\$2,950.00	costs 13006
7/1/2017	copies	copy charge	for the period of 6/1/17-6/30/17	\$10.50	copies
7/1/2017	postage	Postage	June 2017	\$0.46	Postage
8/1/2017	copies	copy charge	July 2017	\$4.00	copies
9/7/2017	copies	copy charge	for the period of 8/1/17-8/31/17	\$89.75	copies
9/12/2017	COSTS	Case Anywhere	INV#110744	\$120.00	costs 13120

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
10/23/2017	Filing Fee	On-Call Legal	reimb. For fee advance	\$20.00	Filing Fee 13169
11/8/2017	copies	copy charge	October 2017	\$9.75	copies
11/9/2017	postage	Postage	October 2017	\$2.68	Postage
11/21/2017	Filing Fee	On-call	INV#41489	\$22.50	filig fee 13206
12/6/2017	copies	copy charge	billing period of 11/1/17-11/30/17	\$0.25	copies
12/12/2017	COSTS	Case Anywhere	INV#118135	\$125.00	COSTS 13239
12/21/2017	Filing Fee	On-call		\$10.00	Filing Fee 13256
1/5/2018	postage	postage	December 2017	\$6.01	postage
1/31/2018	postage	Postage	January 2018	\$432.43	oostage
2/7/2018	postage	Postage	February 2018	\$34.31	Postage
2/10/2018	copies	copy charge	billing period of 1/1-18-1-31/18	\$954.26	copies
3/14/2018	COSTS	Case Anywhere	INV#125557	\$120.00	COSTS 13368
3/31/2018	postage	Postage	March 2018	\$1.88	postage
5/1/2018	postage	Postage	April 2018	\$10.84	postage
5/2/2018	copies	copy charge	for the period of 4/1/18-4/30/18	\$8.50	copies
6/1/2018	copies	copy charge	billing period of 5/1/18-5/31/18	\$10.00	copies
6/1/2018	postage	Postage	May 2018	\$0.68	Postage
6/2/2018	Filing Fee	On-call	Filing date: 4-11-18	\$43.30	Filing Fee 13452
6/12/2018	Filing Fee	On-call	INV#71131 completed: 5-2-18	\$10.00	Filing Fee 13452
6/13/2018	COSTS	Case Anywhere	INV#132930	\$125.00	COSTS 13485
7/31/2018	postage	Postage	July 2018	\$9.68	Postage
8/9/2018	COSTS	Esquire	INV#1287318	\$1,316.95	COSTS 13550
8/10/2018	copies	copy charge	for the bliing period of 7/1/18-7/31/18	\$73.75	copies
8/23/2018	postage	Postage	August 2018	\$3.19	postage
8/24/2018	Filing Fee	On-call	On-Call INV#80743 Global P (8-24-18).pdf	\$43.75	Filing Fee 13578
9/19/2018	Filing Fee	On-call	INV#83771	\$42.25	Filing Fee 13607
9/24/2018	postage	Postage	September 2018	\$1.36	Postage
10/10/2018	COSTS	Case Anywhere	INV#139949	\$140.00	COSTS 13633
10/10/2018	COSTS	Esquire	INV#1328533	\$1,117.45	COSTS 13646
10/19/2018	COSTS	On-call	On-Call INV#85678	\$10.00	COSTS 13664
11/2/2018	postage	Postage	October 2018	\$0.94	Postage
11/15/2018	Filing Fee	copy charge	period of 10/1/18-10/31/18	\$4.25	Filing Fee
11/17/2018	research	Thomson Reuters West	billing period of 10/1/18-10/31/18	\$301.43	Research
12/12/2018	COSTS	Case Anywhere	INV#146907 Re Global Paratransit	\$120.00	COSTS 13746
12/12/2018	COSTS	JAMS	INV#0004531124-220 Re Global Paratransit	\$2,400.00	COSTS 13738
12/18/2018	Filing Fee	On-call	On-Call INV#97637 Global P. 12-18-18	\$44.80	Filing Fee 13756
1/4/2019	postage	Postage	December 2018	\$3.66	Postage
1/15/2019	copies	copy charge	billing period of 12/1/18-12/31/18	\$9.75	copies

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
1/24/2019	COSTS	Ari J. Stiller	parking at mediation	\$38.25	COSTS 13783
1/24/2019	COSTS	Econ One	INV# 16259 (Orange County Global)	\$555.00	COSTS 13785
2/7/2019	COSTS	On-call	On-call INV#102113 GP (2-7-19)	\$10.00	COSTS 13820
2/13/2019	research	Thomson Reuters West	billing period of: 1/1/19-1/31/19	\$59.16	Research
2/25/2019	copies	copy charge	billing period of: 1/1/19-1/31/19	\$1.25	copies
3/6/2019	postage	Postage	February 2019	\$3.10	Postage
3/8/2019	Filing Fee	On-call	INV#106681X	\$31.50	Filing Fee 13860
3/12/2019	COSTS	Case Anywhere	INV#153735 Global Paratransit	\$130.00	COSTS 13876
3/14/2019	copies	copy charge	for the period of 2/1/19-2/28/19	\$6.50	copies
3/20/2019	Filing Fee	On-call	OC INV#106681 Global P	\$55.00	Filing Fee 13901
4/5/2019	Filing Fee	On-call	OCLINV#109507 GP 4-5-19	\$56.25	Filing Fee 13912
4/16/2019	copies	Paper Cut	billing period of: 3/1/19-3/31/19	\$1.25	copies
6/19/2019	Filing Fee	On-call	OCINV#122686 GP (6.19.19)	\$188.50	Filing Fee 14037
6/20/2019	COSTS	CourtCall	HD: 7.3.19	\$94.00	COSTS
6/27/2019	COSTS	Case Anywhere	CAINV# Global P.	\$120.00	COSTS 14059
6/28/2019	postage	Postage	June 2019	\$31.40	Postage
7/17/2019	COSTS	LASC-ONLINE		\$5.80	doc retrieval fee
9/10/2019	COSTS	Case Anywhere	CAINV#167760 Global Paratransit	\$140.00	COSTS 14175
9/27/2019	COSTS	CourtCall	HD: 11/12/19	\$94.00	COSTS
10/1/2019	copies	Paper Cut	period of 9/1/19-9/30/19	\$21.00	copies
10/4/2019	postage	Postage	September Postage	\$0.50	Postage

TOTAL COST **\$14,780.87**

Total Cost By Account

Attorney Related Services	\$70.00
copies	\$1,235.26
Copy Charge	\$74.25
COSTS	\$10,460.18
doc retrieval fee	\$5.80
filig fee	\$22.50
Filing Fee	\$1,984.60
oostage	\$432.43
Postage	\$135.26
Research	\$360.59