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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**
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15 STEPHEN BROUGH and EDGAR
16 BECERRA, individuals, on behalf of
themselves and others similarly situated,

17 PLAINTIFFS,

18 v.

19 GLOBAL PARATRANSIT, INC.; REZA
20 NASROLLAHY, an individual; and DOES 1
to 50, inclusive,

21 DEFENDANTS.
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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 11 2019

Sherri R. Carter, Executive Officer/Clerk
By: Tanya Herrera, Deputy

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

**DECLARATION OF ARI J. STILLER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

*[Filed concurrently with Declaration of David
Deason and Proposed Order]*

Date: July 3, 2019
Time: 10:00 a.m.
Dept.: SSC - 12

Trial Date: None Set
Complaint Filed: April 7, 2016

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ultimately produced nearly 6,000 pages of pertinent documents, including: the named Plaintiffs' personnel files and time and pay records, applicable employment policies, time and pay records for a sample of class members during the relevant period, and driver trip logs detailing the pick-up and drop-off times of trips completed by a sample of class during the relevant period.

8. On July 18, 2018, Plaintiffs took the deposition of GPI's person most knowledgeable, Darian Harris, regarding the claims alleged, and the underlying policies and practices in this action.

9. After much deliberation, the parties entered a second full-day mediation on January 18, 2019, with respected mediator Hon. Gail Andler (Ret.), and were finally able to reach a settlement in principle memorialized in a Memorandum of Understanding.

10. After additional contentious negotiations, the Parties executed the final Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit A**. As explained below, Plaintiffs recognized substantial risks based on the likelihood of success on the merits, contested class certification issues, and Defendant's solvency.

THE SETTLEMENT

11. For purposes of settlement, the Class is defined as "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." (Ex. A, ¶ 1.4.)

12. Based on documents and other informal discovery produced by Defendants, there are approximately 1,100 employees in the Class. (Ex. A, ¶ 6.5.2.)

13. As detailed fully in the Settlement Agreement, the Settlement provides for Defendants to pay a non-reversionary Gross Settlement Amount of \$488,000. (Ex. A, ¶ 1.17.) This amount includes Settlement Administration Costs not to exceed \$25,000; attorney's fees of 1/3 of the Gross Settlement Amount, or \$162,666.67; litigation costs not to exceed \$22,000; requested enhancements to the Named Plaintiffs of \$5,000 each; and the PAGA payment of \$7,500, 25% of which, or \$1,875 is to remain in the Net Settlement Fund to be distributed pro rata among Class Members pursuant to PAGA. (Ex. A, ¶¶ 1.14, 1.17, 1.23, 1.33, and 6.6.) The Net Settlement Amount of \$262,708.33 will be distributed to Participating Class Members. (Ex. A, ¶ 1.19.)

14. The amount of each Class Member's individual settlement payment is based on the number of pay periods worked by the participating Class Member during the Class Period. (Ex. A, ¶ 6.9.1.) This individual amount shall be determined by taking the number of each Participating Class Member's pay periods during the Class Period and dividing it 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. (*Ibid.*)

15. The Parties have agreed to use Rust Consulting, Inc. to administer the Settlement and have agreed to a process for Rust to receive the list of settlement class members and timely mail them the Notice of Settlement. A true and correct copy of the proposed Notice of Settlement is attached hereto as **Exhibit B**.

THE STRENGTH OF PLAINTIFF'S CASE

16. Class Counsel conducted extensive discovery before entering into settlement negotiations in this matter, which included written discovery, the production of nearly 6,000 pages of relevant policies, time and pay data and records, and Defendant's deposition. Plaintiffs believe that their strongest claims were for meal and rest period violations based on the theory that drivers were not scheduled for breaks and had to remain with their vehicles while on break. However, as described below, discovery revealed risks with this theory, and pay records showed many instances where Defendants paid meal and/or rest period premium wages.

17. This discovery permitted Class Counsel to evaluate the strengths and weaknesses of the case and the risks associated with ongoing litigation.

18. 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.

19. Defendants produced a written meal period policy and a document entitled Meal/Rest Period Issue 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. Defendants' PMK, Mr. Harris, testified that GPI's written policy has been in effect since the beginning of the class period. A true and correct copy of relevant excerpts from the July 18, 2018 deposition of Darian Harris is attached hereto as **Exhibit C**.

1 20. Despite these written policies, Plaintiffs alleged that GPI required drivers to remain
2 with their vehicles during breaks, and thus the breaks were not “uninterrupted” within the meaning
3 of Labor Code § 512. However, Defendant’s PMK testified that Defendant’s dispatch system
4 automatically schedules drivers’ routes so they are free for a timely, uninterrupted half-hour meal
5 period on each shift. While Plaintiffs believed that a meal period class could be certified as
6 Defendant maintained the same scheduling policy for all class members, Plaintiffs also recognized
7 risk on the merits based on the PMK testimony.

8 21. Additionally, Plaintiffs allege that Defendant failed to provide second meal periods
9 and did not record those meal periods. However, Defendant’s PMK testified that drivers logged
10 second breaks in a second daily trip log when the day’s route were long enough to warrant a second
11 break, and that many drivers signed second meal-period waivers. Moreover, some of the payroll
12 records that Defendants produced contain a line item for “Miscellaneous Hours,” which
13 Defendants argue encompasses meal and rest-period premium payments.

14 22. With this analysis in mind, there is significant risk of losing the meal period claim
15 on the merits or failing to certify it. As Plaintiffs’ analysis above suggests, the extent to which GPI
16 actually “provided” employees with lawful breaks according to its policy would be disputed,
17 justifying a discount from the maximum settlement value of this claim.

18 23. Also, importantly, Defendant presented arguments regarding solvency and the
19 unique nature of its business relying on municipal contracts that may or may not be renewed, and
20 Plaintiffs’ counsel believed that this consideration warranted an additional discount from the
21 maximum value of the claim.

22 24. Plaintiffs’ Counsel assessed the maximum potential liability on the meal period
23 claim to be approximately \$1,693,289.56, accounting for a violation on 1/3 of all shifts. Defendant
24 disputes this calculation and argues that this violation rate is exaggerated.

25 25. Many of the same risks discussed above for Plaintiffs’ meal period claim were also
26 present for the rest period claim. Defendant produced a document entitled “Meal Periods and Rest
27 Breaks Policy” authorizing “one 10-minute paid rest break for every four hours worked or major
28 portion thereof.”

1 26. Taking this claim through class certification could require expensive surveys and
2 expert analysis—the cost of which would come out of the class’s recovery. Additionally, even if
3 Plaintiffs prevailed at certification, the damages at trial could be lowered to account for rest periods
4 that employees actually received.

5 27. The full value of this claim, without any discount, was approximately
6 \$1,693,289.56 accounting for a violation on 1/3 of all shifts, according to Plaintiff’s calculations.
7 Again, Defendant disputes these calculations.

8 28. While Plaintiffs believe the core claims are for meal and rest period violations,
9 Plaintiffs also alleged that GPI failed to pay Class Members for all hours worked on a derivative
10 theory that GPI automatically deducted thirty (30) minutes from pay even if a meal break was not
11 provided or was short. Plaintiffs had also argued that GPI implemented an unlawful rounding
12 policy, where employees’ hours were rounded down to reflect fewer hours than those actually
13 worked. However, Plaintiffs acknowledged Defendant’s argument that the rounding occurred in
14 both in the employees’ and employer’s favor. Although such a policy could still disfavor
15 employees in the long run, there was a risk that Defendant could prove its policy is facially neutral
16 and satisfies the standard in *See’s Candy Shop, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889.

17 29. As to the auto-deduction claim, GPI argued that although most meal periods are
18 recorded at exactly half-an-hour, that’s due to employees logging half-hour meal periods, not
19 because of a policy to automatically deduct a half-hour on each shift regardless of the length of
20 the break. Given that the time was unrecorded, there were some risks that the claim would not be
21 certified. The full value of the auto-deduct claim amounted to approximately \$846,644.78.

22 30. Plaintiffs also alleged that GPI unlawfully deducted class member wages.
23 Specifically, Plaintiffs allege that GPI had Class Members retain cash fares and then deducted
24 those fares from their wages. In addition, GPI instructed Class Members that each of them is
25 responsible for the exact fare due, whether the Class Member receives it or not. Any discrepancy
26 according to GPI’s accounting records was deducted from the Class Members’ wages, reflected
27 on their wage statements as “cash o/s” or “cash advance.”
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1 31. Plaintiffs recognize significant risk for this claim on the merits and for class
2 certification. First, GPI argued that the cash payments were sporadic and many transactions were
3 either by coupon or credit card, thus creating predominant individualized inquires as to liability.
4 Plaintiffs argued that, even if cash payments are rare, GPI's policy is to make drivers the insurers
5 for cash underpayments, such that the company deducts from the employees' wages the full fare
6 that should have been paid even if the passenger, in fact, pays less than the full fare.

7 32. However, Mr. Harris testified that the company often instructs drivers not to
8 transport passengers who don't pay the full fare, and instructs drivers only to log the amount of
9 cash fares actually received, so pay discrepancies did not occur. The cash deduction policy was
10 common, but the extent to which that policy caused a legal violation in a particular pay period
11 would be highly contested if the case continued.

12 33. Plaintiffs' Counsel assessed the maximum potential liability for the deduction claim
13 to be approximately \$173,816 assuming \$2 of cash shortage per workweek.

14 34. The risk analysis for each predicate claim likewise pertains to the derivative claims
15 for waiting time penalties and wage statement violations. Still, there are additional elements
16 necessary to recover on these claims, which impose additional risk. For example, there was risk
17 that Plaintiff could not demonstrate that Defendants' wage statement violations were "knowing
18 and intentional" as required by Labor Code section 226(e) and that Plaintiffs could not recover for
19 a derivative wage-statement claim if the statements accurately reflected pay.

20 35. Additionally, the "willfulness" element to recover waiting time penalties under
21 Labor Code section 203 would have been disputed and difficult to prove, and employers often
22 contend that they did not know of any violations giving rise to the need for pay at termination.
23 While Plaintiffs dispute that not knowing the law is a sufficient defense, Plaintiffs still had to
24 acknowledge that this argument posed some risk.

25 36. If the predicate claims were certified and Plaintiff received a complete victory on
26 derivative claims, the maximum recovery would amount to approximately \$1,549,500 on the wage
27 statement claim and \$1,626,240 on the waiting time claim.

37. The Parties discounted the PAGA claim for multiple reasons. First, the aggrieved employees' PAGA claims are predicated on the meal, rest, and wage violations described above. The Class is compensated for these violations in the proposed settlement, and thus any PAGA recovery for these same violations would be duplicative.

38. Additionally, while PAGA provides a penalty of \$100 for each aggrieved employee per pay period, it also gives the Court discretion to award less than the maximum penalty. (Lab. Code § 2699(e).) Plaintiffs acknowledged a risk that the Court would reduce the PAGA penalties due to the fact that Class Members are already directly compensated for the same underlying conduct, and because Defendant faces financial risk due to the nature of its municipal contract renewals.

39. The significant uncertainty associated with the PAGA claims increased the Plaintiffs' risk of pursuing those claims and required a discount of those claims' 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

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

41. 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.

42. Finally, 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. An appeal 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

1 43. This case has not been certified to be tried as a class action. While Plaintiffs believe
2 there is strong evidence to support certification of several possible subclasses (especially the meal
3 period class), certification is always hard fought and subject to judicial discretion. Moreover, in
4 class actions, decertification is always a possibility.

5 44. In attempting to certify a class, the parties would need to conduct multiple
6 depositions, including of the named Plaintiffs and of several persons most knowledgeable
7 regarding policies (in addition to the Darian Harris depositions already taken). There is a risk for
8 both sides as to what these additional depositions will reveal and whether they will support class
9 certification to the extent expected.

10 THE AMOUNT OFFERED IN SETTLEMENT

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

16 46. In order to determine the approximate potential damages, Class Counsel analyzed
17 class data and records. The full value of the core meal and rest claims was approximately
18 \$3,386,579.11, but this assumes a complete win on class certification, liability and a full award of
19 all premium wages. Once Class Counsel determined the maximum potential damages, they
20 decided on a fair and reasonable settlement for the Class considering the risks outlined above and
21 the likelihood of success on the merits.

22 47. Class Counsel believes that the Class had a moderate likelihood of success
23 certifying the meal claims but faced liability risks, and a lower probability of success certifying
24 the remaining claims and prevailing on them at trial. There was also a significant risk that, if the
25 Class litigated this case through certification or trial, Defendant would not be able to pay a
26 judgment if its contracts are not renewed.

27 48. In light of the forgoing, Plaintiffs' Counsel believes that the proposed Settlement
28 Amount of \$488,000.00 is fair and reasonable.

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a. *Lewis et al. v. Collabrus Inc.*, Santa Clara County Superior Court (109CV-142927). The certified class action was approved for final settlement by the Honorable James P. Kleinberg in March 2012, in the gross amount of \$2,000,000.00, , with attorney's fees request of 33.3%.

c. *Anderson v. Total Renal Care, Inc.*, Los Angeles County Superior Court (BC388335). The matter was finally approved for final settlement by the Honorable William F. Highberger in January 2014, in the gross amount of \$1,500,00.00, with attorney's fees request of 33.33%.

e. *Kane et al. v. Valley Shurry Seal, Yolo County Superior Court*, CV08-2483. Kingsley & Kingsley was appointed co-lead trial counsel in this wage and hour class action. Judge Daniel P. Maguire certified the class and entered judgment in favor of the Plaintiffs after a class-action trial in the amount of \$218,277.94 on May 1, 2015.

1 Carvill in August 2015, in the gross amount of \$995,000.00, with attorney's fees request of
2 33.33%.

3 g. *Isaguirre v. Guess?, Inc.*, Los Angeles Superior Court (BC357631). The proposed
4 settlement was preliminarily approved by the Honorable Richard L. Fruin on October 28, 2015, in
5 the gross amount of \$5,250,000.

6 h. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
7 00705 AWIJLT). This certified class action was approved for final settlement by the Honorable
8 Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees
9 approved in the amount of \$1,137,500.00.

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

12 a. *Budrow v. Dave & Buster's of California, Inc.*, Los Angeles County Superior Court
13 (BC349060) approved for Class Certification on May 7, 2007 with Kingsley & Kingsley as class
14 counsel.

15 b. *Rojas v. Sunview Vineyards of California*, Eastern District (1:09-cv-00705-AWI-
16 JLT). The Hon. Anthony W. Ishii granted the plaintiffs class certification motion and appointed
17 Kingsley & Kingsley as co-class counsel on April 12, 2012.

18 c. *Munoz, et al. v. Giumarra Vineyards Corporation*, Eastern District (1:09-cv-00703
19 AWI-JLT). The Hon. Jennifer Thurston granted the plaintiffs' class certification motion and
20 appointed Kingsley & Kingsley as class counsel on May 31, 2013.

21 d. *Melendrez v. JK Communications*, Los Angeles Superior Court (BC497692). The
22 Hon. John Shepard Wiley, Jr. certified five classes and appointed Kingsley & Kingsley as class
23 counsel on April 10, 2015.

24 e. *Suarez v. Mazatlan, Inc.*, San Diego County Superior Court (37-2015-00002978-
25 CU-OE-CTL). Hon. Joel Pressman granted Class Certification and appointed Kingsley & Kingsley
26 as class counsel on January 22, 2016.

1 f. *Amaro v. Gerawan Farming, Inc.*, Eastern District (1:14-cv-00147-DAD-SAB).
2 Hon. Dale A. Drozd certified four subclasses and appointed Kingsley & Kingsley as co-class
3 counsel on May 20, 2016.

4 51. Class Counsel is experienced in the handling of wage and hour class actions and
5 supports this Settlement. Based on its analysis, Class Counsel believes that this Settlement is fair
6 and reasonable and in the best interest of the Class.

7 **THE PROPOSED PLAN OF ALLOCATION IS FAIR AND REASONABLE**

8 52. The proposed plan of allocation compensates Class Members pro rata based on the
9 number of pay periods worked by the Class Member during the Class Period. The amount of each
10 Class Member's individual settlement payment is determined by taking the number of each
11 Participating Class Member's pay periods during the Class Period and dividing it by the total number
12 of pay periods worked by all Participating Class Members in the Class Period to determine his or her
13 pro rata share of the Net Settlement Amount.

14 **THE PROPOSED NOTICE FAIRLY APPRISES THE CLASS MEMBERS OF THE**
15 **TERMS OF THE SETTLEMENT AND OF THE CLASS MEMBERS' RIGHTS**

16 53. Plaintiffs request that the Court approve the proposed plan and form of class notice,
17 attached as Exhibit I to the settlement, and filed concurrently herewith. The notice describes the
18 proposed settlement with enough specificity to allow Class Members to make an informed choice
19 regarding whether to participate.

20 **THE NAMED PLAINTIFF'S ENHANCEMENT**

21 54. The Class Representatives in this case, Edgar Becerra and Steven Brough, should
22 be awarded significant enhancements as evidenced below and in declarations to be submitted for
23 final approval. The Class Representatives have diligently and fairly represented the Class and have
24 not placed his interests above any member of the Class.

25 55. The Class Representatives are also entitled to an enhancement for their effort and
26 time expended in this matter, which includes: providing information to Class Counsel regarding
27 relevant employment experiences; compiling employment documents; conducting several
28 telephone conferences with counsel to discuss the status of the case and theories of liability;

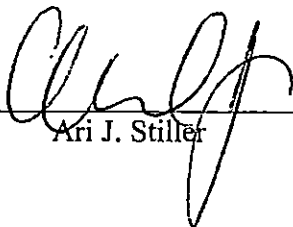
1 providing additional information to assist with mediation; and reviewing and signing the
2 Memorandum of Understanding and long form settlement agreement.

3 56. Thus, in addition to the sums paid to Class Members, Defendant has agreed not to
4 oppose a request by Class Counsel for an enhancement payment to the Class Representatives of
5 \$5,000 each, to be paid from the Gross Settlement Amount.

6 57. Class Counsel considers this to be a fair and reasonable enhancement. The
7 enhancement takes into consideration the time, effort, and expense incurred by Mr. Brough and
8 Mr. Becerra in coming forward to litigate this matter on behalf of all Class Members.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed this 10 day of June, 2019 at Encino, California.

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Ari J. Stiller

EXHIBIT "A"

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 *Belaire* 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.

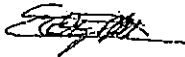
6.16.14 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall 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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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: _____
Reza Nasrollahi
Defendant

Dated: 6/5, 2019

By: _____
Global Paratransit, Inc.

By: Reza Nasrollahi

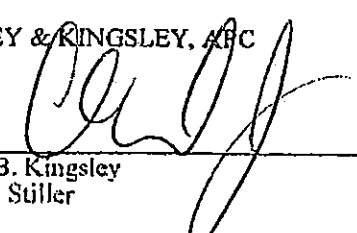
Its: CEO

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

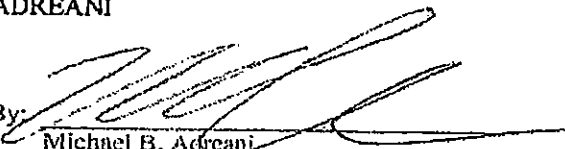
By: 

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 "1"

[CLASS MEMBER NAME]

Brough et al. v. Global Paratransit, Inc. et al.

**Superior Court of the State of California, County of Los Angeles
Case No.: BC616177**

If you are a current or former driver for Global Paratransit, Inc. ("Global Paratransit" or "Defendant"), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as:

"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."
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiffs in this class action allege that Defendant failed to pay wages, minimum wages, or overtime, made improper deductions from wages, failed to provide lawful meal and rest periods, kept inaccurate records, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California's Private Attorneys General Act or "PAGA." Global Paratransit denies Plaintiffs' claims, and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiffs' claims or Global Paratransit's defenses.
- You will not be penalized or retaliated against by Global Paratransit for participating in this class action settlement. If you are currently employed by Global Paratransit, your employment will not be affected in any way. Current employees of Global Paratransit who choose to participate in the settlement will not be required to resign and can continue to work for Global Paratransit.
- You have several options available to you:

EXHIBIT

1

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Global Paratransit for claims 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 and rest periods; kept or provided inaccurate records; failed to pay lawful wages upon termination or resignation; or engaged unfair business practices, or is subject to PAGA penalties during the Class Period of April 7, 2012 to March 18, 2019.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Global Paratransit. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Global Paratransit for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by XXXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Global Paratransit's drivers. You have received this notice because Global Paratransit's records indicate that you are a member of this class.

2. What is this lawsuit about?

This action was filed on April 7, 2016 on behalf of drivers employed by Global Paratransit in the State of California. The operative complaint alleges class-wide causes of action against Global Paratransit for 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.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The gross settlement amount is \$488,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$162,666.67
- Costs of Suit: \$22,000.00
- Settlement Administration Expenses: \$25,000.00
- Service Fee to Class Representatives: \$10,000.00 total (\$5,000.00 each to two Class Representatives)
- Penalties to the Labor & Workforce Development Agency: \$5,625.00

After these deductions, \$262,708.33 will be available for payment to the Class Members receiving this notice ("Net Settlement Amount").

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. To determine each Participating Class Member's pro rata share of the Net Settlement Amount, his or her pay periods during the Class Period will be divided by the total number of pay periods worked by all Participating Class Members during the Class Period.

Each Participating Class Member's Amount will be allocated as 1/3 wages, meaning that it will be taxed as if you earned this amount as wages. Meanwhile, 2/3 will be allocated as non-economic damages, such as penalties and interest. The 2/3 portion is not subject to withholding. Global Paratransit will pay the employer's share of payroll taxes arising from the Settlement Awards outside of the Gross Settlement Amount.

According to Global Paratransit's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this

information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

GLOBAL PARATRANSIT CLAIMS ADMINISTRATOR
c/o XXXXXX

You must submit such information by XXXX. Class Counsel and the Claims Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Claims Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Claims Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: 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 of April 7, 2012 to March 18, 2019.

9. What if I do not wish to participate in this settlement?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Claims Administrator, XXXXX, by XXXX.

GLOBAL PARATRANSIT CLAIMS ADMINISTRATOR
c/o XXXXXX

If your Request for Exclusion is postmarked after XXX, it will be rejected, and you will be a Class Member and be bound by the settlement terms and release. The Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they cash their settlement payments. Final approval of the Settlement will bar any Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Claims Administrator no later than _____.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. 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 Defense Counsel no later than _____. The Final Approval and Fairness Hearing will be held in Dept. 12 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2019, at XXX (Pacific Time).

<u>Class Counsel:</u> Eric B. Kingsley, Esq. Ari J. Stiller, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 David Deason Matthew Archbold Deason & Archbold 17011 Beach Boulevard, Suite 900 Huntington Beach, CA 92647 Telephone: 949-794-9560	<u>Counsel for Defendant:</u> Michael B. Adreani Trevor R. Witt Roxborough, Pomerance, Nye & Adreani 5820 Canoga Avenue, Suite 250 Woodland Hills, CA 91367 Telephone: (818) 992-9999
--	--

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 12 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2019, at XXX on _____, 2019, at XXX (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' service awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Global Paratransit Claims Administrator, XXXX (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Global Paratransit's counsel for information regarding this settlement.

EXHIBIT "2"

1 **KINGSLEY & KINGSLEY, APC**
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7 **LAW OFFICES OF SAHAG MAJARIAN II**
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9

10 Attorneys for Plaintiff Becerra and the
Proposed Class
(Additional Counsel on Following Page)
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

14 STEPHEN BROUGH and EDGAR R.
15 BECERRA, individuals, on behalf of
themselves and others similarly situated

16 PLAINTIFFS,

17 v.

18 GLOBAL PARATRANSIT, INC.; REZA
19 NASROLLAHY, An Individual; and, DOES
1 to 50, Inclusive,

20 DEFENDANTS.
21

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

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

Date:
Time:
Dept. 12

MATTHEW NORTON & ASSOCIATES

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Huntington Beach, CA 92647

Telephone: (949) 794-9560

Attorneys for Plaintiff Brough and the Proposed Class

1 The Motion for Preliminary Approval of the Class Settlement came before this Court, the
2 Honorable Carolyn B. Kuhl presiding. The Court, having considered the papers submitted in
3 support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the Settlement and the Settlement Class
5 based upon the terms set forth in the Settlement Agreement filed herewith. The Settlement
6 appears to be fair, adequate, and reasonable to the Class.

7 2. For purposes of this Order, the Class is defined as follows: all drivers who are or
8 were employed by Defendants within the State of California who worked one or more pay
9 periods from April 7, 2012 to March 18, 2019.

10 3. The Settlement falls within the range of reasonableness and appears to be
11 presumptively valid, subject only to any objections that may be raised at the final fairness
12 hearing and final approval by this Court.

13 4. A final fairness hearing on the question of whether the proposed Settlement,
14 attorneys' fees to Class Counsel, and the claims administration costs should be finally approved
15 as fair, adequate, and reasonable as to the members of the Class is scheduled for
16 _____ at _____ (Pacific Time), in Department 12.

17 5. The Court approves, as to form and content, the Notice of Settlement in
18 substantially the form attached as Exhibit 1 to the Settlement Agreement. The Court approves the
19 procedure for Class Members to opt out and object to the Settlement as set forth in the Notice of
20 Settlement.

21 6. The Court directs the mailing of the Notice of Settlement and related documents
22 to Class Members by first class mail in accordance with the Implementation Schedule set forth
23 below. The Court finds that the dates selected for the mailing and distribution of the Notice of
24 Settlement, as set forth in the Implementation Schedule, meet the requirements of due process
25 and provide the best notice practicable under the circumstances and shall constitute due and
26 sufficient notice to all persons entitled thereto.

27 7. It is ordered that the Settlement Class is preliminarily certified for settlement
28 purposes only.

1 8. The Court confirms as Class Counsel attorneys Eric B. Kingsley and Ari J. Stiller
2 of Kingsley & Kingsley, APC and David Deason and Matthew Archbold of Deason & Archbold.

3 9. The Court confirms Stephen Brough and Edgar Becerra as class representatives.

4 10. The Court approves Rust Consulting as the Settlement Administrator.

5 11. The Court orders that pursuant to the California Private Attorneys General Act,
6 Labor Code §§ 2698, et seq. ("PAGA"), notice of this Settlement has been and will continue to
7 be given to the Labor & Workforce Development Agency.

8 12. The Court orders the following Implementation Schedule for further proceedings:
9

10	a.	Preliminary Approval	
11	b.	Deadline for Defendant to Provide Names and Addresses of Class Members to Claims Administrator	10 days from Preliminary Approval
12			
13	c.	Mail Notice to Class Members	14 days from Receipt of List
14			
15	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
16			
17	e.	Deadline for Postmark of Any Written Objection	60 Days from Mailing of Notices
18			
19	f.	Deadline for Class Counsel to File Motion for Final Approval of Class Settlement	To be determined by the Court
20			
21	g.	Deadline for Class Counsel to File Motion for Attorneys' Fees	To be determined by the Court
22			
23	h.	Final Approval Hearing	
24			

25 IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final
26 Approval, or if the Effective Date of settlement, as defined in the Settlement Agreement, does
27 not occur for any reason, the Settlement Agreement and the proposed Settlement that is the
28 subject of this Order, and all evidence and proceedings had in connection therewith, shall be

1 without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically
2 set forth in the Settlement Agreement.

3 12. IT IS FURTHER ORDERED that, pending further Order of this Court, all
4 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
5 hereby stayed.

6 13. The Court expressly reserves the right to adjourn or continue the Final Approval
7 and Fairness Hearing from time to time without further notice to members of the Settlement
8 Class.

9
10 DATED: _____

11 _____
12 JUDGE OF THE SUPERIOR COURT
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27
28

EXHIBIT "3"

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley, Esq. SBN-185123
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Attorneys for Plaintiff Becerra and the
Proposed Class
(Additional Counsel on Following Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

STEPHEN BROUGH and EDGAR R.
BECERRA, individuals, on behalf of
themselves and others similarly situated

PLAINTIFFS,

v.

GLOBAL PARATRANSIT, INC.; REZA
NASROLLAHY, An Individual; and, DOES
1 to 50, Inclusive,

DEFENDANTS.

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

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

Date:
Time:
Dept. 12

EXHIBIT

MATTHEW NORTON & ASSOCIATES

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Huntington Beach, CA 92647

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Attorneys for Plaintiff Brough and the Proposed Class

1 The Motion for Final Approval of the Class Settlement came before this Court as duly
2 noticed on XXXXXX. The above captioned Action is a class action lawsuit brought by Plaintiffs
3 Stephen Brough and Edgar Becerra ("Plaintiffs") against Defendant Global Paratransit, Inc. and
4 Reza Nasrollahy ("Defendants").

5 On XXXXXX, this Court entered an Order Granting Preliminary Approval of the class-
6 action settlement in this matter. Class Members are defined as follows: "all drivers who are or
7 were employed by Defendants within the State of California who worked one or more pay
8 periods from April 7, 2012 to March 18, 2019." The Preliminary Approval Order directed the
9 Parties to provide Notice to the Class, which informed the Class Members of: (a) the proposed
10 Settlement and its key terms; (b) the date, time and location of the Final Approval and Fairness
11 Hearing; (c) the right of any Class Member to object to the proposed Settlement, and an
12 explanation of the procedures to exercise that right; and (d) an explanation of the procedures for
13 Class Members to participate in or opt out of the proposed settlement.

14 The Court, upon Notice having been given as required in the Preliminary Approval
15 Order, and having considered the proposed Settlement Agreement, as well as all papers filed,
16 hereby ORDERS AS FOLLOWS:

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

19 2. The Notice provided to the Class conforms with the requirements of California
20 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
21 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
22 law, and constitutes the best notice practicable under the circumstances, by providing individual
23 notice to all Class Members who could be identified through reasonable effort, and by providing
24 due and adequate notice of the proceedings and of the matters set forth therein to the other Class
25 Members. The notice fully satisfied the requirements of due process.

26 3. The Court finds the settlement was entered into in good faith, that the settlement
27 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
28 requirements for final approval of this class action settlement under California law, including the

1 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
2 3.769.

3 4. No class members have objected or opted out of the Settlement.

4 5. Upon entry of this Order, compensation to the Class Members shall be effected
5 pursuant to the terms of the Settlement Agreement.

6 6. The Court hereby confirms as Class Counsel attorneys Eric B. Kingsley and Ari J.
7 Stiller of Kingsley & Kingsley, APC and David Deason and Matthew Archbold of Deason &
8 Archbold.

9 7. The Motion for Final Approval of Attorneys' Fees and Costs award is hereby
10 granted. Class Counsel shall be awarded \$162,666.67 as attorneys' fees and \$22,000.00 as
11 litigation costs. These amounts shall be paid to Class Counsel according to the terms of the
12 Settlement Agreement.

13 8. An enhancement award of \$5,000.00 is approved as to each named Plaintiff and
14 shall be paid pursuant to the terms of the Settlement Agreement.

15 9. Administration Costs of 25,000.00 shall be paid from the Settlement according to
16 the terms of the Settlement Agreement to the Settlement Administrator, XXXXXXXX.

17 10. A payment to the Labor Workforce Development Agency ("LWDA") shall be
18 paid from the Settlement in the amount of \$5,625.00 (75% of the \$7,500.00 allocated to PAGA)
19 in accordance with the terms of the Settlement Agreement. Plaintiffs have provided notice of the
20 PAGA settlement to the LWDA pursuant to California Labor Code § 2699(k)(2).

21 11. No other litigation costs and/or attorneys' fees shall be awarded, either against
22 Defendants or any related persons or entities or from the award to the Class.

23 12. The Parties are ordered to give notice to all Class Members in accordance with
24 CRC 3.771(b).

25 13. Upon the Effective Date, Plaintiffs and all Class Members shall have, by
26 operation of this Order, released and forever discharged the Releasees from any and all claims,
27 demands, rights, liabilities and causes of action that were or could have been asserted for
28 violation of the California Labor Code, the California Business and Professions Code, the

1 applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for
2 economic damages, non-economic damages, liquidated damages, punitive damages, restitution,
3 penalties, other monies, or other relief, based on any facts, transactions, events, policies,
4 occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out of or
5 reasonably related to the transactions and occurrences pled in the Complaint, which are or could
6 be the basis of claims that Defendants failed to pay wages, minimum wages, or overtime; made
7 improper deductions from wages; failed to provide lawful meal or rest periods; kept or provided
8 inaccurate records under Labor Code section 226 or 2810.5; failed to pay lawful wages upon
9 termination or resignation; or engaged in unfair business practices or is subject to penalties under
10 PAGA during the Class Period of April 7, 2012 to March 18, 2019.

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

15 15. Nothing in this Final Approval Order shall preclude any action to enforce the
16 Parties' obligations under the Settlement Agreement or hereunder, including the requirement that
17 Defendants make payments to the participating Settlement Class Members in accordance with
18 the Settlement Agreement.

19
20 DATED: _____

21 JUDGE OF THE SUPERIOR COURT
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EXHIBIT "4"

1 **KINGSLEY & KINGSLEY, APC**
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9

10 Attorneys for Plaintiff Becerra and the
Proposed Class
11 (Additional Counsel on Following Page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

14 STEPHEN BROUGH and EDGAR R.
15 BECERRA, individuals, on behalf of
themselves and others similarly situated

16 PLAINTIFFS,

17 v.

18 GLOBAL PARATRANSIT, INC.; REZA
19 NASROLLAHY, An Individual; and, DOES
20 1 to 50, Inclusive,

21 DEFENDANTS.

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

22 **[PROPOSED] FINAL JUDGMENT**

23 Date:
24 Time:
25 Dept. 12

MATTHEW NORTON & ASSOCIATES

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david@yourlaborlawyers.com

17011 Beach Blvd., Suite 900

Huntington Beach, CA 92647

Telephone: (949) 794-9560

Attorneys for Plaintiff Brough and the Proposed Class

1 The Court has received and considered the motions of Plaintiffs Stephen Brough and
2 Edgar Becerra ("Plaintiffs") for preliminary and final approval of the Settlement Agreement and
3 Release ("Settlement Agreement" or "Settlement") entered into between Plaintiff on behalf of
4 themselves and the Class conditionally certified for settlement purposes, on the one hand, and
5 Defendants Global Paratransit, Inc. and Reza Nasrollahy ("Defendants"), on the other, and has
6 entered an order granting final approval of the Settlement.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court, having entered an order granting final approval of this Settlement, hereby
9 enters FINAL JUDGMENT in favor of Plaintiffs and the Class Members in the amount of
10 \$488,000.00 in accordance with the terms of the Settlement Agreement. The Parties are hereby
11 ordered to comply with the terms of the Settlement Agreement. The Parties shall bear their own
12 costs and attorneys' fees except as otherwise provided by the Settlement Agreement and the
13 Final Approval Order.

14 This document shall constitute a Judgment for purposes of California Rule of
15 Court 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action
16 in its entirety.

17 **IT IS SO ORDERED.**

18
19 **DATED:** _____

20 **JUDGE OF THE SUPERIOR COURT**

EXHIBIT "B"

[CLASS MEMBER NAME]

Brough et al. v. Global Paratransit, Inc. et al.

**Superior Court of the State of California, County of Los Angeles
Case No.: BC616177**

If you are a current or former driver for Global Paratransit, Inc. ("Global Paratransit" or "Defendant"), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as:
"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."
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiffs in this class action allege that Defendant failed to pay wages, minimum wages, or overtime, made improper deductions from wages, failed to provide lawful meal and rest periods, kept inaccurate records, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California's Private Attorneys General Act or "PAGA." Global Paratransit denies Plaintiffs' claims, and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiffs' claims or Global Paratransit's defenses.
- You will not be penalized or retaliated against by Global Paratransit for participating in this class action settlement. If you are currently employed by Global Paratransit, your employment will not be affected in any way. Current employees of Global Paratransit who choose to participate in the settlement will not be required to resign and can continue to work for Global Paratransit.
- You have several options available to you:

EXHIBIT

B

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Global Paratransit for claims 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 and rest periods; kept or provided inaccurate records; failed to pay lawful wages upon termination or resignation; or engaged unfair business practices, or is subject to PAGA penalties during the Class Period of April 7, 2012 to March 18, 2019.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Global Paratransit. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Global Paratransit for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by XXXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Global Paratransit's drivers. You have received this notice because Global Paratransit's records indicate that you are a member of this class.

2. What is this lawsuit about?

This action was filed on April 7, 2016 on behalf of drivers employed by Global Paratransit in the State of California. The operative complaint alleges class-wide causes of action against Global Paratransit for 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.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The gross settlement amount is \$488,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$162,666.67
- Costs of Suit: \$22,000.00
- Settlement Administration Expenses: \$25,000.00
- Service Fee to Class Representatives: \$10,000.00 total (\$5,000.00 each to two Class Representatives)
- Penalties to the Labor & Workforce Development Agency: \$5,625.00

After these deductions, \$262,708.33 will be available for payment to the Class Members receiving this notice ("Net Settlement Amount").

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. To determine each Participating Class Member's pro rata share of the Net Settlement Amount, his or her pay periods during the Class Period will be divided by the total number of pay periods worked by all Participating Class Members during the Class Period.

Each Participating Class Member's Amount will be allocated as 1/3 wages, meaning that it will be taxed as if you earned this amount as wages. Meanwhile, 2/3 will be allocated as non-economic damages, such as penalties and interest. The 2/3 portion is not subject to withholding. Global Paratransit will pay the employer's share of payroll taxes arising from the Settlement Awards outside of the Gross Settlement Amount.

According to Global Paratransit's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this

information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

GLOBAL PARATRANSIT CLAIMS ADMINISTRATOR
c/o XXXXXXX

You must submit such information by XXXX. Class Counsel and the Claims Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Claims Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Claims Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: 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 of April 7, 2012 to March 18, 2019.

9. What if I do not wish to participate in this settlement?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Claims Administrator, XXXXX, by XXXX.

GLOBAL PARATRANSIT CLAIMS ADMINISTRATOR
c/o XXXXXX

If your Request for Exclusion is postmarked after XXX, it will be rejected, and you will be a Class Member and be bound by the settlement terms and release. The Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they cash their settlement payments. Final approval of the Settlement will bar any Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Claims Administrator no later than _____.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. 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 Defense Counsel no later than _____. The Final Approval and Fairness Hearing will be held in Dept. 12 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2019, at XXX (Pacific Time).

<u>Class Counsel:</u> Eric B. Kingsley, Esq. Ari J. Stiller, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 David Deason Matthew Archbold Deason & Archbold 17011 Beach Boulevard, Suite 900 Huntington Beach, CA 92647 Telephone: 949-794-9560	<u>Counsel for Defendant:</u> Michael B. Adreani Trevor R. Witt Roxborough, Pomerance, Nye & Adreani 5820 Canoga Avenue, Suite 250 Woodland Hills, CA 91367 Telephone: (818) 992-9999
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11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 12 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2019, at XXX on _____, 2019, at XXX (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' service awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Global Paratransit Claims Administrator, XXXX (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Global Paratransit's counsel for information regarding this settlement.

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEPHEN BROUGH AND EDGAR
BECERRA, as individuals, on
behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

Case No. BC616177

GLOBAL PARATRANSIT, INC., et
al,

Defendants.

VIDEOTAPED PERSON MOST KNOWLEDGEABLE DEPOSITION OF
DARIAN HARRIS

July 18, 2018

10:01 a.m.

16133 Ventura Boulevard, Suite 1200

Encino, California

Martin Spee, CSR No. 10303

C

APPEARANCES OF COUNSEL

On behalf of Plaintiff:

ARI J. STILLER, ESQ.
KINGSLEY & KINGSLEY
16133 Ventura Boulevard, Suite 1200
Encino, California 91436

On behalf of Defendants:

DAVID D. DEASON, ESQ.
DEASON & ARCHBOLD
17011 Beach Boulevard, Suite 900
Huntington Beach, California 92647

On behalf of Defendants:

TREVOR R. WITT, ESQ.
ROXBOROUGH, POMERANCE, NYE & ADREANI
5820 Canoga Avenue, Suite 250
Woodland Hills, California 91367

Also Present:

Zev Ashkenazi, Videographer

INDEX OF EXAMINATION

WITNESS: DARIAN HARRIS

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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

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.

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

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.

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.

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.

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

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

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.

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 we 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?

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

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.

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?

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

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

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.

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?

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.

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?

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?

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

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,

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

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.

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?

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?

1 records, earlier we looked at a shift on April 27, 2014,
2 at the very top of this page, right?

3 A. Yes.

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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?

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:

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.

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.

C E R T I F I C A T I O N

I, Martin Spee, a Shorthand Reporter within
and for the State of California, do hereby certify:

That DARIAN HARRIS, the witness whose
examination is hereinbefore set forth, was first duly
sworn by me and that this transcript of said testimony
is a true record of the testimony given by said witness.

I further certify, that I am not related to
any of the parties to this action by blood or marriage,
and that I am in no way interested in the outcome of
this matter.

IN WITNESS WHEREOF, I have hereunto set my
hand this 23rd day of July, 2018.

Martin Spee

Martin Spee, CSR 10303

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Case Caption: Brough v. Global Paratransit, Inc.

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the above-captioned matter or the same has been read to me and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ESQUIRE ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath. Signed on the _____ day of _____, 2018.

DARIAN HARRIS

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On June 11, 2019, I served all interested parties in this action the following documents
8 described as **DECLARATION OF ARI J. STILLER IN SUPPORT OF MOTION FOR**
9 **PRELIMINARY APPROVAL OF CLASS SETTLEMENT** by placing a true copy thereof
10 enclosed in a sealed envelope addressed as follows:

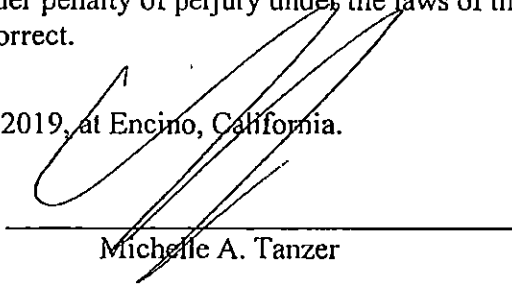
11 SEE ATTACHED PROOF OF SERVICE MAILING LIST
12 (CONT. NEXT PAGE)

13 [XX] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with U.S. postal
15 service on that same day with postage fully prepaid at Encino, California in the ordinary
16 course of business. I am aware that on motion of the party served, service is presumed
invalid if postal cancellation date or postage meter date is more than one day after date of
deposit for mailing in affidavit.

17 [XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set
18 forth on the attached service list.

19 [XX] (STATE) I declare under penalty of perjury under the laws of the State of California that
20 the above is true and correct.

21 Executed on June 11, 2019, at Encino, California.

22 
23 _____
24 Michelle A. Tanzer
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