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Attorneys for Individual and Representative Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – DOWNTOWN

STEVEN BROUGH,	) Case No:BC616177
	)
Plaintiff,	) [CLASS ACTION PURSUANT TO CODE OF
vs.	) CIVIL PROCEDURE § 382]
	)
GLOBAL PARATRANSIT INC., A	) DECLARATION OF STEVEN BROUGH IN
California Corporation; REZA	) SUPPORT OF THE FINAL APPROVAL OF
NASROLLAHY, An Individual; and	) CLASS SETTLEMENT
DOES 1 through 10, inclusive,	)
	) Date: November 12, 2019
Defendants.	) Time: 10:00 a.m.
	) Dept: 12

Complaint filed: April 7, 2016
Consolidated Complaint filed: April 27, 2017

I, Steven Brough declare and affirm the following facts of my own personal knowledge;

1. I am over the age of 18, and a competent adult. If called upon, I could and would testify fully and truthfully as to the following from my own personal knowledge.
2. Defendant Global Paratransit, Inc. ("Global") hired me in about June of 2011 as a driver. I continued working for Global until December 18, 2015.
3. Following my separation from Global, I believed that I had not been paid all wages due, and thereafter researched California wage and hour statutes, looking for an attorney that could represent my interests as well as the interests of my former co-workers. With that research, I retained John M. Norton and Matthew Norton & Associates, along with

Deason & Archbold to represent these interests.

4. As a former employee of Global, I alleged that Global failed to pay all wages due myself, as the other Class Members. I understand that I represent not only myself but the other members of the class. I believe that I am able to represent them, as well as myself fully and without conflict.

5. In that capacity, and over the space of several years, I have been in regular contact with my attorneys. They in turn have kept me informed of the progress of the matter.

6. During this time, I also assisted with the case. First, I assembled the documents from Global. Second, I also answered questions and provided my experience with Global.

7. I also reviewed the LWDA Notice of Violation and Complaint facts to ensure accuracy.

8. As the case developed, I also was asked to respond to Global's continued requests for information and documents. I provided my attorneys with as much information and whatever documents I could find.

9. Thereafter, I reviewed the responses to Requests for Production, Special Interrogatories and Form Interrogatories-General that based on the information I provided.

10. Over the course of the litigation, my attorneys and I spoke numerous times (in person and over the telephone) regarding the case status, development and factual details.

11. I have also reviewed the final settlement agreement. I reviewed and discussed the Settlement Agreement with my attorneys and asked them questions about it to ensure that I understood its terms. I then signed the agreement and forwarded it to my attorneys.

12. I remain committed to assisting in this litigation, and will make myself available if necessary to obtain the best results for the Class as well as myself.

13. I believe that the Class Action Settlement obtained on behalf of the Class is fair and reasonable in light of the issues involved in this case.

14. I believe that I have fairly represented the absent Class and have always kept the Class Members' interests at heart.

15. I am not aware of any conflicts of interest that prevent me from being confirmed as Class Representative in this lawsuit. I am not related in any way to my attorneys or to any other

member of the firm that is representing me. I have not been promised any money or inducement to serve as Class Representative in this action.

16. It is my opinion that the settlement agreement provides for a fair and adequate enhancement for me as a Class Representative, in the amount of \$5,000. I believe that this is fair and reasonable in light of all of the work that I have performed in my role as Class Representative.

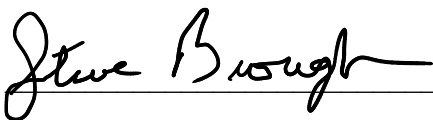
17. As Class Representative, as well as for myself I have actively participated in all stages of the litigation, as detailed above, and have always maintained the best interests of the Class while performing my Class Representative duties.

18. It is also my opinion that the Class Representative enhancement is fair, reasonable, and adequate because, in addition to the many hours I spent participating in the prosecution of this case, I accepted the potential risk of being liable for Defendant's attorneys' fees and costs if we were unsuccessful in this lawsuit.

19. Likewise, I understand that being a Class Representative in a class action labor dispute, may affect my future employability.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of October, 2019 at Los Angeles, California.

By: 

Steven Brough, Declarant