



FILED
Superior Court of California
County of San Francisco

SEP 22 2020

CLERK OF THE COURT

By: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

ERAINA JOHNS, individually and acting in the
interest of other current and former employees,

Plaintiff,

v.

METRO TRANS; a California Corporation;
TRANSMETRO; a California Corporation;
FAIZ KHAN; an individual; and DOES 1
through 20, inclusive,

Defendants.

Case No. CGC-17-560326

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiff Eraina Johns ("Plaintiff") and Defendants Metro Trans, Transmetro, and Faiz Khan ("Defendants") have entered into the proposed Joint Stipulation of Class Action Settlement Agreement and Release (attached as Exhibit 1 to the Second Supplemental Declaration of Stan S. Mallison (May 22, 2020)) ("Settlement Agreement")¹, which, if approved, would resolve the putative class action and PAGA action. Plaintiff has filed a motion for preliminary approval of class action settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court

¹ . This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 determines and Orders as follows:

2 1. The Court has jurisdiction over this matter and venue is proper.

3 2. This Action is provisionally certified as a class action, for settlement purposes only,
4 pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The
5 Settlement Class is defined as follows:

6 “All hourly, non-exempt current and former bus drivers and administrative employees employed
7 by Defendants at any time from July 21, 2013 through the date of entry to a Court order granting
8 Preliminary Approval. The Class does not include employees who have previously adjudicated or settled
9 their claims”

10 3. The Court conditionally approves the proposed settlement as within the range of possible
11 final approval.

12 4. The Court conditionally appoints Mallison & Martinez as Class Counsel for the
13 Settlement Class.

14 5. The Court preliminarily appoints named plaintiff Eraina Johns as Class Representative
15 for the Settlement Class.

16 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
17 Representative and Class Counsel fairly and adequately represent and protect the interests of the absent
18 Settlement Class.

19 7. The Court approves and appoints Phoenix Settlement Administrators (“Phoenix”) to
20 serve as the Settlement Administrator and directs Phoenix to carry out all duties and responsibilities of
21 the Settlement Administrator specified in the Settlement Agreement.

22 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of
23 class notice set forth in the Settlement Agreement. The Court approves the form and content of the
24 notice form substantially in the form proposed by counsel as follows: the Notice of Pendency of Class
25 Action and Proposed Settlement attached as **Exhibit 1** here (and attached as Exhibit A to the Second
26 Supplemental Declaration of Stan S. Mallison (May 22, 2020); Notice of Settlement Award attached as
27 **Exhibit 2** here (and attached as Exhibit B to the Second Supplemental Declaration of Stan S. Mallison
28 (May 22, 2020); and Election Not to Participate Form attached as **Exhibit 3** here (and attached as

1 Exhibit C to the Supplemental Declaration of Stan S. Mallison (March 22, 2020) (collectively referred to
2 as "Notice"). The Court finds that the Notice constitutes the best notice practicable under the
3 circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the
4 action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for
5 objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of
6 class notice satisfies the requirements of due process, and complies with applicable law, including
7 California Code of Civil Procedure Section 382 and California Rule of Court 3.769.

8 9. No later than **October 22, 2020 (thirty (30) calendar days after entry of this order)**²,
9 Defendants' counsel shall provide the Settlement Administrator with the names, last known mailing
10 addresses, last known telephone numbers, social security numbers, and total pay periods worked during
11 the Class Period ("Class Data").

12 10. Before mailing the Notice, the Settlement Administrator shall perform an address search
13 using the United States Postal Service National Change of Address ("NCOA") database and update the
14 addresses contained on the class list with the newly-found addresses, if any. No later than **November**
15 **11, 2020 (twenty (20) calendar days after receiving the Class Data from Defendants)**, the Settlement
16 Administrator shall mail the Notice to the Settlement Class via first-class regular U.S. Mail using the
17 most current mailing address information available.

18 11. If a Notice from the initial notice mailing is returned as undeliverable with a forwarding
19 address, the Settlement Administrator will promptly re-mail the Notice. If a Notice from the initial
20 notice mailing is returned as undeliverable with no forwarding address, the Settlement Administrator
21 will attempt to obtain a current address for the Settlement Class to whom the returned Class Notice has
22 been mailed by undertaking skip tracing, and will promptly re-mail the Notice within **three (3) business**
23 **days**. Class Members who are re-mailed a Notice shall have an additional **thirty (30) calendar days**
24 from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit an
25 Election Not to Participate in Settlement Form, Objection, or dispute the Notice of Settlement Award.

26
27
28 ² The Court notes plaintiff's March 22, 2020 proposed order states this deadline is seven days after entry
of this order. However, the Settlement Agreement states otherwise. (Settlement Agreement, ¶ I.1 [noting
the 30 day deadline used here].)

1 12. Except for those re-mailed Notices, the deadline by which Settlement Class may opt out,
2 dispute information in the Notice of Settlement Award, or object shall be **45 calendar days** from the
3 date of mailing of the original mailing of the Notice (or **December 28, 2020**).

4 13. Any Settlement Class Member who desires to be excluded from the settlement must
5 timely mail his or her written Election Not to Participate in Settlement Form. All such persons who
6 properly and timely exclude themselves from the settlement shall not be in the Settlement Class and
7 shall have no rights with respect to the settlement, and no interest in the settlement proceeds.

8 14. Any Settlement Class member who wishes to object to the settlement should send a
9 written objection on the Settlement Administrator via mail, who will then send a copy of the objection to
10 Class Counsel and counsel for Defendants within **two business days of receipt**. To be valid, any
11 objection must: (1) contain the objecting Settlement Class member's full name and current address, as
12 well as contact information for any attorney representing the objecting Settlement Class member for
13 purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include
14 any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (4) include
15 the case name and number; and (5) be postmarked no later than the Response Deadline (unless the
16 Notice was re-mailed to the Class Member, then said Class Member will have an extension of time of
17 thirty (30) days to object.)

18 15. Any Settlement Class member who wishes to dispute the information contained in their
19 Notice of Settlement Award shall use the Notice of Settlement Award to send a written dispute to the
20 Settlement Administrator via mail. Settlement Class members may submit a written dispute and
21 supporting documentation by following the directions on the Notice of Settlement Award, attached
22 hereto as **Exhibit 2**.

23 16. Settlement Class will have one hundred eighty (180) calendar days from the date of
24 issuance of the check to cash their check. In the event a check has not been cashed within one hundred
25 and eighty (180) days, the Settlement Administrator shall tender the funds represented by such uncashed
26 checks to the California State Controller for deposit in the Unclaimed Property Fund in the name of the
27 Settlement Class member.
28

1 17. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, and a service award, shall be filed by **December 14, 2020**. This date is at least
3 fourteen (14) days prior to the deadline for submitting requests for exclusion and objections. Class
4 Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final
5 Approval Order and Judgment no later than **January 14, 2021**.

6 18. A final approval hearing shall be held on **January 28, 2021 at 9:00 a.m.**³ in Department
7 613, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court
8 will determine whether the settlement should be finally approved as fair, reasonable and adequate to the
9 Settlement Class ; whether the Final Approval Order and Judgment should be entered; whether Class
10 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for
11 an incentive award for the Class Representative should be approved.


12 19. The Court reserves the right to modify the date of the Final Approval Hearing and related
13 deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by
14 Order of the Court without further notice to the Class Members.

15 20. If for any reason the Court does not approve the Settlement, it will be of no force or
16 effect, and the Parties shall be returned to their original respective positions.

17 21. Pending the final determination of whether the settlement should be approved, all
18 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
19 terms of the settlement, are hereby stayed.

20
21 IT IS SO ORDERED.

22
23 Dated: September 22, 2020



24 ANDREW Y.S. CHENG
25 Judge of the Superior Court

26
27
28 ³ If any Notices are re-mailed, such that the deadline for the Settlement Group Member to object, dispute,
or opt-out is extended 30 days, the parties must request to continue the Final Approval Hearing date if
necessary.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ERAINA JOHNS, individually and acting in the
interest of other current and former employees,

Plaintiff,

vs.

METRO TRANS; a California Corporation;
TRANSMETRO; a California Corporation;
SHAHEEN BEGUM; an individual; FAIZ KHAN; an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. CGC 17-560326

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former hourly, non-exempt bus drivers and administrative employees employed by Defendants in California at any time during the time period from July 21, 2013 through <<date of entry of Court order granting Preliminary Approval>> (the "Class Period").

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

A proposed class action settlement (the "Settlement") has been reached in *ERAINA JOHNS, individually and acting in the interest of other current and former employees v. METRO TRANS, et al*, Case No. CGC 17-560326 in San Francisco County Superior Court (the "Action") and has been granted preliminary approval by the Court. Because your rights will be affected by the Settlement, it is important that you read this notice carefully.

The defendants involved in this dispute are Metro Trans, Transmetro, and Faiz Khan (referred to collectively in this Notice for convenience as the "Company"). The Company vigorously disputes the claims asserted in this litigation. The Company enters into this Settlement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation. **The Court has not made a determination about any of the contentions of the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims asserted by Plaintiff.**

You may be entitled to money from this Settlement. The Company's records show that you were employed by Defendants in California as an hourly, non-exempt bus driver or administrative employee for some period of time between July 21, 2013 through <<date of entry of Court order granting Preliminary Approval>> (the "Class Period"). You are receiving this Notice because you have been identified as a member of the Settlement Class and the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff alleges in the Action that Defendants failed to pay overtime compensation and failed to provide all required meal and rest periods to Settlement Class Members. Plaintiff also alleges that Defendants failed to provide Settlement Class members with accurate and complete wage statements, failed to pay all wages

owing upon separation of employment, engaged in unfair business practices, and is liable for civil penalties under the Labor Code and the Private Attorneys General Act ("PAGA"). Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Company denies all of Plaintiff's claims and asserts that it has properly complied with all applicable laws and regulations governing meal periods, rest periods, wage statements, and payment obligations. The Company denies any wrongdoing and maintains that it has complied with all applicable laws at all times. The Company denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability. Defendants enter into the Settlement solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation.

After the Company provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties through a neutral third party. The Class Representatives and Class Counsel have concluded that it is in the interests of Settlement Class members to settle the Action on the terms summarized in this Notice, and they support the Settlement. Among the reasons for support are the defenses that the Company has the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, your decision about whether or not to participate in the Settlement will not affect your employment. In accordance with California law, the Company strictly prohibits retaliation and will not take any adverse employment action against, or otherwise retaliate or discriminate against, any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class: MALLISON & MARTINEZ Stan S. Mallison StanM@TheMMLawFirm.com Hector R. Martinez HectorM@TheMMLawFirm.com 1939 Harrison Street, Suite 730 Oakland, California 94612 Tel: (510) 832-9999 Fax: (510) 832-1101	Attorneys for Defendants: HANSON BRIDGETT LLP Lisa M. Pooley lpooley@hansonbridgett.com 425 Market Street, 26th Floor San Francisco, CA 94105 Tel.: (415) 777-3200 Fax: (415) 541-9366
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily granted conditional certification of a class, for settlement purposes only, of all hourly, non-exempt employees who were employed by Defendants in California as bus drivers or administrative employees during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below:

Defendants have agreed to pay \$282,500,000 (the "Maximum Settlement Amount" or "MSA") to fund this settlement and to fully resolve all claims in the Action, including all payments of Settlement Shares to participating Settlement Class members, Class Counsel fees, costs and expenses, Settlement administration costs, alleged penalties (including PAGA civil penalties), interest, and the Class Representative's Incentive Payment.

The following deductions from the MSA will be requested by Plaintiff:

Settlement Administrator Costs. The Court has approved Phoenix Settlement Administrators, to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiff will request up to \$3,500 from the MSA to pay the Settlement Administrator's costs in administering the Settlement.

Class Counsel Fees and Expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the MSA. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask the Court for fees of up to one-third of the MSA, which is estimated to be \$94,166.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000 for verified costs that Class Counsel incurred in connection with the Action.

Employee Withholdings and Payroll Taxes. The MSA will cover employee withholdings on the portion of the payments to the Settlement Class that constitute wages and employer payroll taxes.

Incentive Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an incentive payment in the amount of \$10,000, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$11,250 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$15,000 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$3,750 will be payable to certain of the participating Settlement Class members as the "PAGA Amount," as described below.

Calculation of Participating Class Members' Individual Settlement Shares. After deducting the amounts above, subject to Court approval, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all participating Settlement Class members based on the formula described below. The NSA is estimated at approximately <<\$, _____>>. The NSA will be divided as follows:

- (i) The NSA will be distributed to all participating Settlement Class members (i.e., all Settlement Class members except those who have submitted a timely Election Not to Participate in Settlement Form) based on each participating Settlement Class member's proportionate number of pay periods worked during the Class Period, by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class Member's total pay periods worked during the Class Period as a non-exempt employee ("Individual Member Hours"), and the denominator of which is the total pay periods worked by all participating Settlement Class members as non-exempt employees during the Class Period.
- (ii) As noted above, in addition to the NSA, \$3,750 has been designated as the "PAGA Amount" and will be allocated proportionally to participating Settlement Class members who were employed by Defendants at any time from July 21, 2016 through the date of entry of a Court order granting preliminary approval of this Settlement ("PAGA Period"), based on each participating Settlement Class member's proportionate total pay periods worked for Defendants as a non-exempt employee during that time period as compared with the total number of pay periods worked for Defendants by all participating Settlement Class members as non-exempt employees during that time period.

Payments to Participating Settlement Class Members. If the Court grants final approval of the Settlement, individual Settlement Shares will be mailed to all Settlement Class members who did not submit a valid and timely Election Not to Participate in Settlement Form (described below).

Allocation and Taxes. For tax purposes, each Settlement Share will be treated as 20% "wages," for which an IRS form W-2 will be issued; and 80% interest and penalties, for which an IRS form 1099 will be issued.

Participating Settlement Class members are responsible for the proper income tax treatment of the Settlement Shares. The Settlement Administrator, Defendants and their counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, participating Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Uncashed funds. The expiration date of the settlement checks will be one hundred eighty (180) calendar days from the date that the settlement checks are mailed. The amount of any settlement checks that are returned as undeliverable or not cashed by a Settlement Class Member within one hundred eighty (180) calendar days of the date of the mailing of the settlement checks shall become null and void, and such monies shall be distributed to the Controller of the State of California, to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, in the name of the Settlement Class Member. No money will revert to the Company.

Release. If the Court approves the Settlement, each Settlement Class member who has not submitted a valid Election Not to Participate in Settlement Form (and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns), will forever and completely release Defendants, and each of Defendants' past, present, and future Company, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures, predecessors, successors, and assigns; and each of Defendants' past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors, or assigns of any of the foregoing (the "Released Parties"). This Settlement will release all claims asserted in the Action on behalf of Plaintiff, the State of California, and the Settlement Class, and any claims that could have been asserted based on the facts and circumstances alleged in this lawsuit, including the Complaint. Upon final approval by the Court, and in exchange for the consideration provided, Settlement Class Members, and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will have forever and completely released Defendant and the Released Parties (as defined above) from any and all claims, charges, complaints, causes of action, debts, liabilities, demands, grievances, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution, injunctive relief, and remedies of any other type during the Class Period that are based on, arise out of or could have been asserted in the Action based on the facts and circumstances alleged in this Action, including but not limited to such claims made pursuant to the California Industrial Welfare Commission Wage Orders, the California Labor Code Sections 201-204, 213, 216, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, *et seq.*, for the alleged failure to pay overtime compensation, alleged failure to provide meal breaks, alleged failure to provide rest breaks, alleged meal and rest period penalties, the alleged failure to provide adequate wage statements, the alleged failure to timely pay wages ("waiting time" penalties), unfair business practices under Business and Professions Code section 17200 *et seq.*, and for alleged penalties and interest pursuant to the California Labor Code and the Private Attorneys General Act of 2004 ("PAGA"), up to and including the date of Preliminary Approval ("Released Claims"). Any Settlement Class Member covered by the Agreement will be barred from proceeding with any claim released by this Agreement. Plaintiff, the State of California, and all Settlement Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendants and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory relief and remedies of any other type, which are asserted or which could have been asserted in the Complaint based on the facts pled in this Action occurring during the Settlement Class Period through the date of entry of a Court order granting preliminary approval of this Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

In the event that the Court awards sums less than requested for Incentive Payments, Attorney's Fees/Costs, or the Administrator Costs are less than \$3,500, the remainder will be re-distributed to the Class Members on a pro rata basis. No funds shall revert to the Company.

How can I receive payment from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on your total pay periods worked for Defendants during the Class Period and the PAGA Period as a non-exempt employee. You also will be bound by the Settlement, including the release of claims stated above.

What if I disagree with the Notice of Settlement Award? As stated above, your Settlement Share is calculated based on your total pay periods worked for Defendants during the Class Period and the PAGA Period as a non-exempt employee. Your estimated Settlement Share has been calculated and is included on the enclosed Notice of Settlement Award, along with your total pay periods worked for Defendants as a non-exempt employee during each relevant time period based on Defendants' records. If you believe any of this information is incorrect, you may submit a written dispute and supporting documentation by following the directions on the Notice of Settlement Award. In such a case, you must complete the bottom section of the Notice of Settlement Award and return it to the Settlement Administrator by **45 days after the postmarked date on this Notice** with documentation to establish the total number of pay periods that you claim to have actually worked for Defendants as a non-exempt employee during each relevant time period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and the Settlement Administrator will evaluate any documentation timely submitted and discuss in good faith how many pay periods should be credited to each Settlement Class member so that a good faith resolution can be reached as to any disputes timely submitted. Class members will receive determinations via mail. The Settlement Administrator's decision regarding any dispute will be final.

What other options do I have?

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a completed Election Not to Participate in Settlement Form postmarked no later than **45 days after the postmarked date on this Notice**, with your full name, case name and number, current address and telephone number, last four digits of your social security number, and signature.

Send the Election Not to Participate in Settlement Form directly to the Settlement Administrator at 1411 N. Batavia St., Suite 105, Orange CA, 92863. Any person who submits a valid and timely Election Not to Participate in Settlement Form shall, upon receipt, no longer be a Settlement Class member, shall be barred from objecting to or participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and an Election Not to Participate in Settlement Form.** If you do, the Election Not to Participate in Settlement Form will be valid, and you will be excluded from the Settlement Class, and you will not be bound by the terms of the Settlement, including the release of claims stated above.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your full name, current address, and phone number; the name, address and phone number of any attorney representing you; each specific reason in support of your objection; the case name and number; and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be in writing and must be postmarked on or before **45 days after the postmarked date on this Notice**. If your notice is re-mailed you will be given an extension of **30 days** to object from the postmarked date of the Notice. If you submit both an objection and an Election Not to Participate in Settlement, the opt-out will trump the objection, and you will no longer remain part of the Settlement.

If you choose to object to the Settlement, you also may appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 613 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You have the right to appear either in

person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **45 days after the postmarked date on this Notice.**

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement, including the release of claims stated above, in the same way as Settlement Class Members who do not object.

Should your contact information need to be updated, you can do so through the "Notice of Settlement Award."

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 613 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and costs and expenses and the Incentive Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California, during regular court hours. This information can be located at "<https://www.sfsuperiorcourt.org>" by selecting the tab labeled "Online Services", then selecting "Case Query" and entering "560326" in the "Search by Case Number" text box. You also may contact Class Counsel Stan Mallison or Hector Martinez at (510) 832-9999 for more information. Additionally, a settlement website has been established where class members can obtain a digital copy of the settlement agreement, class notice, and Election Not to Participate in Settlement and objection forms. The website address is "<http://www.phoenixclassaction.com/eraina-johns-v-metro-trans-et-al/>". For any inquiry with the Settlement Administrator please call their toll-free number at "1-800-523-5773".

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting an Election Not to Participate in Settlement Form, Dispute, or Objection is **45 days after the postmarked date on this Notice.** These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF SETTLEMENT AWARD

Eraina Johns v. Metro Trans, et al.
SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC 17-560326

Please complete, sign, date and return this Form to mike@phoenixclassaction.com ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator. For more information, please visit "<http://www.phoenixclassaction.com/eraina-johns-v-metro-trans-et-al/>" or call the toll-free number at 1-800-523-5773.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information IF your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Settlement Share:

According to Defendant's records:

(a) you worked a total of ____ pay periods between _____ and _____;
and

Based on the above, your individual Class Settlement Share is estimated at \$ _____. Your individual PAGA Settlement Share is estimated at \$ _____.

(IV) If you disagree with item (a) in Section (III) above, please explain why in the space provided below and include copies of any supporting documentation with this Form. If you have no supporting documentation, this dispute form will not be rejected:

The Parties and the Settlement Administrator will evaluate any documentation timely submitted and discuss in good faith how many pay periods should be credited to each Settlement Class member so that a good faith resolution can be reached as to any disputes timely submitted. If the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator. Any individual settlement share may change depending on the amount of attorneys' fees/costs awarded.

Date: _____

Signature: _____

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 3

**ELECTION NOT TO PARTICIPATE IN
SETTLEMENT**

Eraina Johns v. Metro Trans, et al.
SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC 17-560326

**DO NOT FILL OUT THIS FORM IF YOU WANT TO BE INCLUDED IN THIS CLASS
ACTION SETTLEMENT.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE
ADDRESS BELOW, POSTMARKED NO LATER THAN
_____, 2020 TO:**

**JOHNS V. METRO TRANS ET AL. CLASS SETTLEMENT
C/O ADMINISTRATOR
ADDRESS
Telephone: XXX-XXX-XXXX**

I have received notice of the proposed settlement in this action and wish to be excluded from the class and *not* to participate in the proposed settlement. I understand this means that I will *not* be bound by the settlement and also will *not* share in the settlement proceeds.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

Superior Court of California
County of San Francisco

ERAINA JOHNS, individually and acting
in the interest of other current and former
employees,

Plaintiff(s)

vs.

METRO TRANS, a California
Corporation; TRANSMETRO, a California
Corporation, ET AL.,

Defendant(s)

Case No. CGC-17-560326

**CERTIFICATE OF ELECTRONIC
SERVICE**
(CCP 1010.6(6) & CRC 2.251)

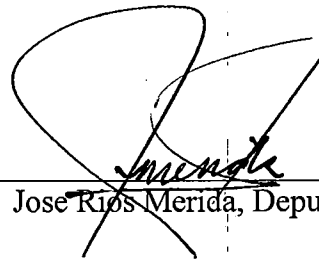
I, Jose Rios Merida, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 22, 2020, I electronically served the attached ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File&ServeXPress® on the recipients designated on the Transaction Receipt located on the File&ServeXPress® website.

Dated: September 22, 2020

T. Michael Yuen, Clerk/Executive Officer

By:



Jose Rios Merida, Deputy Clerk