

What about the promises made?

Our values

- Safety is our core value and is considered first in everything we do
- All of our employees, customers and business partners will be treated with dignity and respect
- We will deliver on our promise of reliability to our customers
- We will operate in a socially responsible manner, showing care for our environment and communities
- We will never compromise on our values in any of our dealings with customers, suppliers or employees

First Transit is committed to the highest standards of safety, integrity and reliability. We will never compromise on our values in any of our dealings with customers, suppliers or employees.

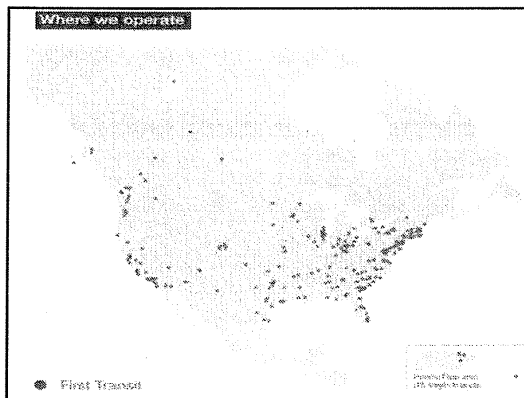
Business review
First Transit

Market overview
First Transit is one of the largest private sector providers of public transit management and contracting in North America.

Our strategy
We continue to grow our diverse base of business by leveraging our first-class operating experience and knowledge to bring superior solutions to our customers and communities.

Read the story
First Transit: The Best of Both Worlds

Market overview and trends
The transit market is expected to grow significantly over the next five years, driven by increasing urbanization and the need for sustainable transportation solutions. First Transit is well-positioned to capitalize on these trends through its comprehensive suite of services and its commitment to innovation and excellence.



Excuse # 7 Even if pages 68, 69 & 70 were followed, it would not have mattered

Dr. Macquarrie . . . Nothing Jay could have done



Dr. Macquarrie

Jury selection....

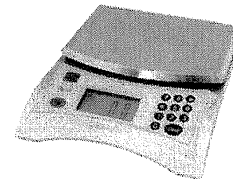


Dr. Macquarrie

Courtroom theatrics & props...



Dr. Macquarrie



First Transit

\$\$\$

SAVE

Responsibility

Page 29

1 Q. Did you remove that bolus of food?

2 A. Yes.

3 Q. Did you have any difficulty doing so?

4 A. It was a little tricky just because

5 we were trying to accommodate the family's wishes

6 for no autopsy.

7 Normally, if I had done a full

8 autopsy, we would have extracted the neck organs out

9 and I could have simply opened up the entire airway

10 and taken the food bolus out that way, but in this

11 case, we had to get a little creative and basically

12 perform a procedure similar to an intubation that,

13 say, a paramedic would use to try to assess

14 somebody's airway.



It was not enough to let Harvey choke to death on their bus

First Transit also wanted the coroner to desecrate his body

as if that's not enough, then they bring Dr. Macquarrie....

Don't let them disrespect this family any more



Dr. Macquarrie

Excuse # 7 Even if pages 68, 69 & 70 were followed, it would not have mattered

Common sense.....



Excuse #6 It was his parents fault for letting him eat on the bus
(Elaine is a bad mother)

Whose rule is it anyway?

Whose responsibility was it to enforce the “no eating” and “no drinking” policy?


Remember when...


SHOW POSTER BOARD

No Eating or Drinking on the Bus

Brian – Please Show Clip

Page 55 of Deposition





Deliver Items to Passengers Before Departure

Before departure, you must deliver the following items to passengers:

- **Life jackets:** You must deliver life jackets to passengers before departure. You must also ensure that passengers are properly instructed in their use.
- **Seatbelts:** You must deliver seatbelts to passengers before departure. You must also ensure that passengers are properly instructed in their use.
- **First aid kits:** You must deliver first aid kits to passengers before departure. You must also ensure that passengers are properly instructed in their use.
- **Other items:** You must deliver any other items that are required by the FAA to passengers before departure.

10.00 Passengers/Children

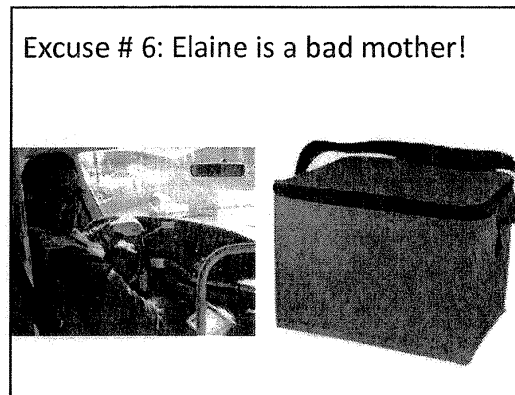
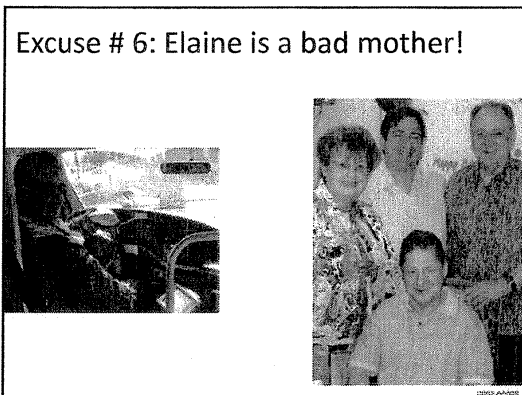
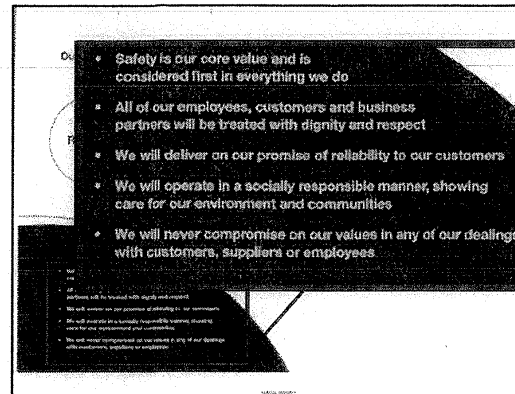
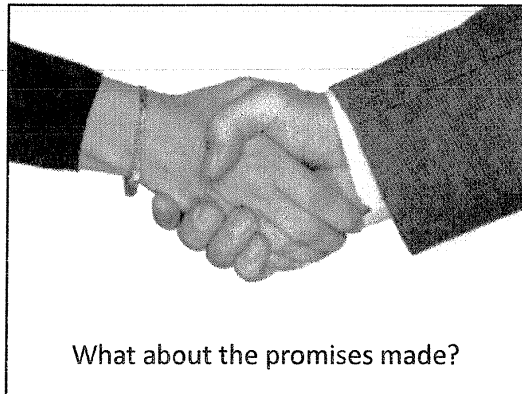
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- **Other items:** You must deliver any other items that are required by the FAA to passengers before departure.

Additional rules to provide for the comfort of our passengers include: prohibition of smoking on buses, **no eating or drinking on buses**, no playing loud radios or other audio or video devices, and no loud or disruptive behavior by passengers. Operators are expected to enforce these rules or to seek assistance via Dispatch if passengers do not comply.

It was RTC & First Transit's Rule
to NOT allow Eating OR Drinking
And First Transit's Job to Enforce it



ZERO EVIDENCE HIS PARENTS KNEW HE
ATE ON THE BUS

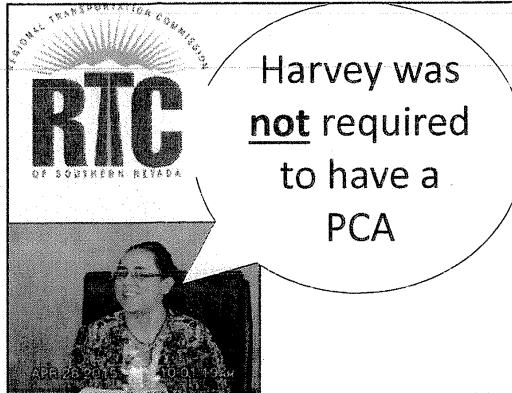
ZERO! NADA! ZILCH! NONE!

BUT.....evidence Jay helped him drink and
never enforced the rule with Harvey

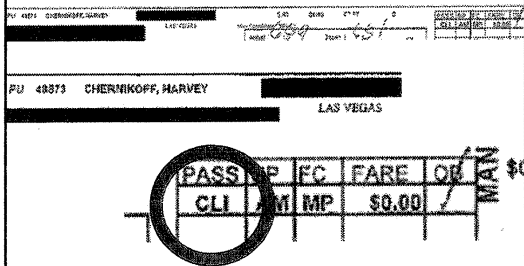
Excuse #5 It was his parents fault for not
having a PCA for Harvey

In other words:
First Transit cannot be trusted so we need
to be supervised to do our job

Excuse #5 – First Transit cannot be trusted so we need to be supervised to do our job



Also, anytime a patient with cognitive disabilities has no PCA should have alerted Jay to be extra careful that day



Remember when you were told First Transit knows nothing about anyone's disability?



- about disability and abilities, mental, sensory, physical, and invisible disabilities, and regular caregivers and services to the extent of the involvement of a professional agency, relative to any the above - personal and/or caregiver. The Department shall investigate the matter to ensure that it complies with applicable laws and regulations.
10. **Disability Sensitive** - To ensure that employees are trained to provide a high-quality service to all passengers, the Department shall develop and implement a training program for all employees that includes information on the various types of disabilities and the needs of passengers with disabilities. The program shall include information on the various types of disabilities and the needs of passengers with disabilities. The program shall include information on the various types of disabilities and the needs of passengers with disabilities.
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First Transit

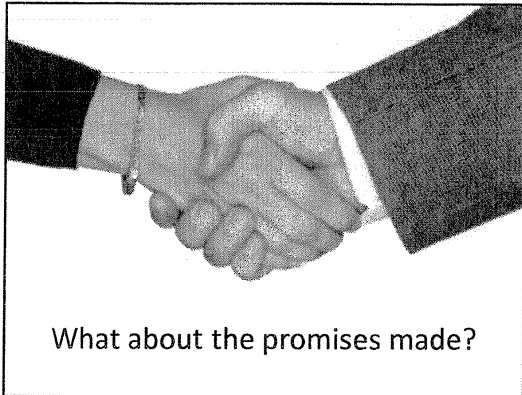


(2) With regard to ADA Sensitivity, RTC requires Vehicle Operator training through community partnerships to better prepare Vehicle Operators to work with persons who experience a disability. This training should emphasize situations relating to persons experiencing cognitive or psychiatric impairments.

They claim it's not their fault.....

Excuse #5 It was his parents fault for not having a PCA for Harvey

In other words:
First Transit cannot be trusted so we need to be supervised to do our job



- Safety is our core value and is considered first in everything we do
- All of our employees, customers and business partners will be treated with dignity and respect
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Excuse #4 It was Harvey's fault for eating on the bus

Jay volunteered to help Harvey violate this rule for goodness sakes!

Excuse #3 Harvey didn't actually choke – he had a heart attack

Did Harvey die by choking?

INSTRUCTION NO. 21

A proximate cause of injury, damage, loss, or harm is a cause which, in natural and continuous sequence, produces the injury, damage, loss, or harm, and without which the injury, damage, loss, or harm, would not have occurred

DANIEL LINGAMPFELTER, D.O. - 03/30/2015

Page 48

1 Q. And then have you heard of the

2 comment or the saying "If it walks like a duck,

3 quacks like a duck, it's usually a duck?"

4 A. Yes.

5 Q. Okay. Is it still your opinion that

6 Mr. Chernikoff died from choking?

7 A. Yes.

8 Q. All right. Is there -- you know,

9 other than the choking, is there any other cause

10 that you believe is more likely to be the cause of

11 Mr. Chernikoff's death?

12 A. No.

Clark County Coroner
1704 Flinn Lane
Las Vegas, NV 89108
(702) 455-3210

CORONER

AUTOPSY REPORT
Case Number: 11-05667

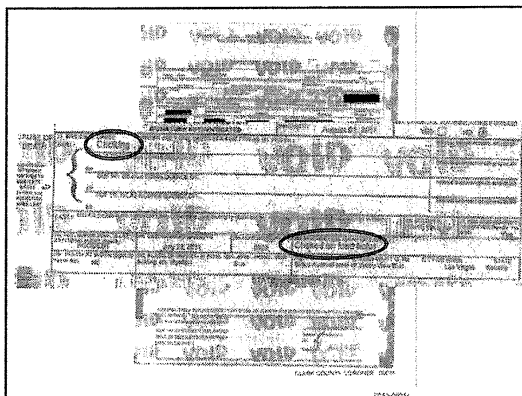
FINAL DIAGNOSIS:

I. Choking:
A. Large, impacted food bolus (50 grams) recovered from the oral cavity and upper airway.
B. History that subject was discovered unresponsive on a bus while eating.

OPINION: It is my opinion that Harvey Chernikoff, a 51-year-old White male, died as a result of choking.

MANNER OF DEATH: ACCIDENT.

Daniel Lingampfelter, D.O.
DANIEL LINGAMPFELTER, D.O.



Don't let them disrespect this family any more



Dr. Macquarrie

Excuse #2 Driver could not see Harvey eating or choking or dying



2 Parts to this Excuse

#1 He couldn't see Harvey choking

#2 Even if he did look, Harvey wasn't flailing around like Dr. Mcquarrie

If you're looking you can see violations.....

But you can't see what you don't look at...



Using common sense does this even make sense or just another real big excuse?

In reality it's like saying.....



If First Transit backed into a car would it be an excuse that it could not see the car in the mirror?

Heavens NO!!

Basic Driver's Education....



Do people really flail around and “instinctively” grab their throats – even babies???



**KEEP CALM
AND
USE YOUR
COMMON
SENSE**

are to consider only the evidence in the case in reaching a verdict, you must bring to the consideration of the evidence your everyday common sense and judgment as reasonable men and women. Thus, you are not limited solely to what you see and hear as the witnesses testify. You may draw reasonable inferences from the evidence which you feel are justified in the light of common experience, keeping in mind that such inferences should not be based on speculation or guess.

A verdict may never be influenced by sympathy, prejudice or public opinion. Your decision should be the product of sincere judgment and sound discretion in accordance with these rules of law.

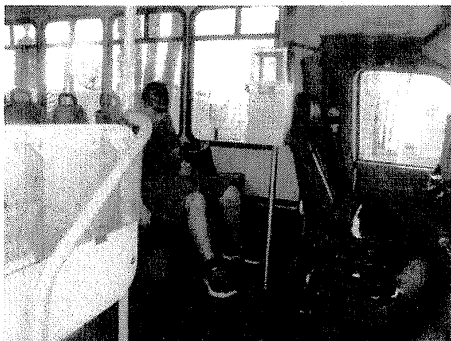
Don't let them disrespect this family any more



Dr. Macquarrie

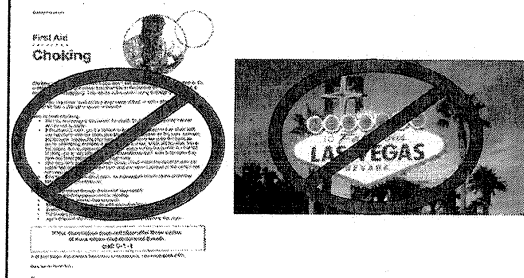
Remind family to Close their Eyes

There's nothing blocking Jay's view here



Final Excuse – Page 68, 69 & 70

Excuse # 1 – Page 68, 69 & 70 (choking, heart attack and stroke training) of the Employee Handbook does not apply here in Vegas

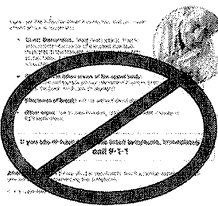


Remember how many people die from heart attacks?

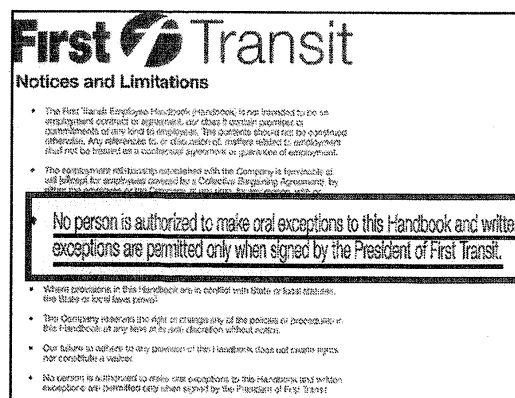
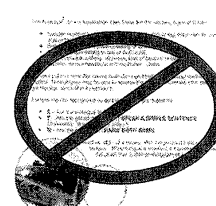


Dr. Macquarrie

Page 69
Doesn't
apply
either




Page 68
Doesn't
apply
either



NO PERSON AUTHORIZED TO MAKE ORAL CHANGES TO THE CONTRACT


WRITTEN EXEPTIONS ONLY WHEN SIGNED BY THE PRESIDENT OF FIRST TRANSIT

Brad Thomas, President




First Transit

Brad Thomas, President



NEVER SAID PG. 70 DOES NOT APPLY TO LAS VEGAS

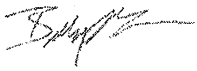
First Aid Choking



Thinking and listening are the first steps in first aid for choking. If the person is conscious, ask them if they are choking. If they say yes, perform the Heimlich maneuver. If they are unconscious, call 911 and perform CPR.


First Transit

Brad Thomas, President



NEVER SAID PG. 69 DOES NOT APPLY TO LAS VEGAS

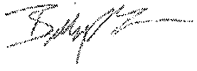
First Aid Heart Attack Warning Signs



Heart attack warning signs include chest pain, shortness of breath, nausea, and sweating. If you experience these symptoms, call 911 immediately.


First Transit

Brad Thomas, President



NEVER SAID PG. 68 DOES NOT APPLY TO LAS VEGAS

First Aid Stroke Warning Signs



Stroke warning signs include sudden weakness, numbness, or paralysis on one side of the body, sudden confusion, and sudden trouble seeing.

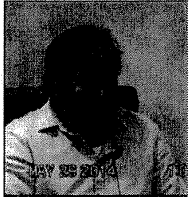
383 F-346163

Vehicle Operator's responsibility

Is one of the Vehicle Operator's responsibility or Laidlaw's to ensure all necessary steps are taken to ensure passenger safety?

a) Vehicle Operator's responsibility
b) Laidlaw's responsibility
c) Both
d) Neither

JAY




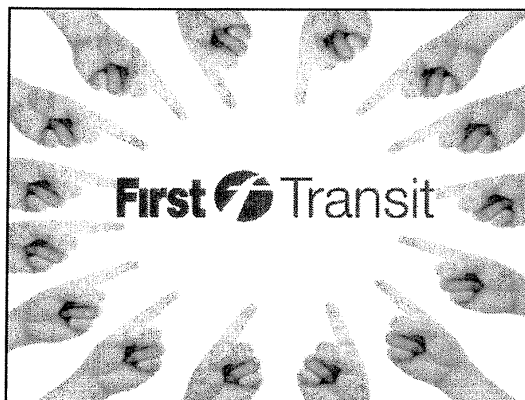
Vehicle Operator's responsibility

Vehicle Operator's responsibility is to ensure all necessary steps are taken to ensure passenger safety.

Is that really fair to Jay and the other drivers?

un fair





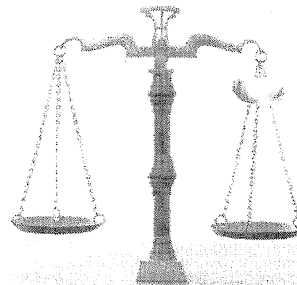
First Transit is Negligent

Jack and Elaine have met their
burden on this issue

More likely than not

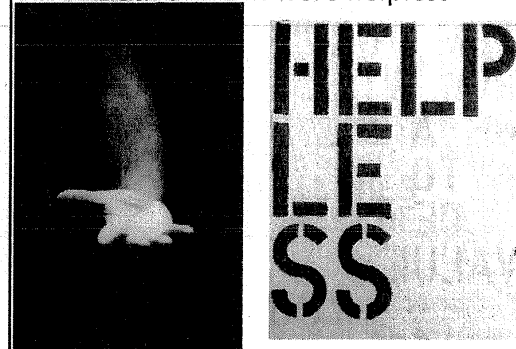


More than 50%



If a corporate defendant is negligent, that corporate defendant is responsible for all of the resulting harms.

Both of them were helpless

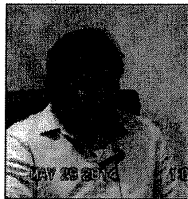


The thoughts on that bus

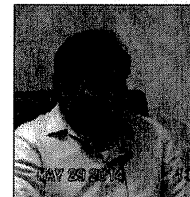


Is one of the Vehicle Operator's responsibility or Landlord's to ensure all necessary steps are taken to ensure passenger safety?

- a) Vehicle Operator's responsibility
b) Landlord's responsibility
☒ c) Both
d) Neither

[illegible]

Don't let them disrespect everyone anymore



Let's talk about Negligence . . .

Who has to prove what?

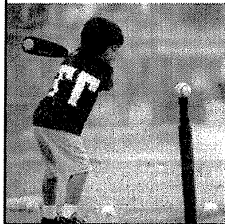
Inst. #'s 27 & 28 Same thing

The plaintiff has the burden to prove that the plaintiff sustained damage, that the defendant was negligent, and that such negligence was a proximate cause of the damage sustained by the plaintiff.

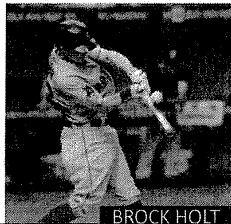
The defendant has the burden of proving, as an affirmative defense, that some contributory negligence on the part of the plaintiff themselves, was a proximate cause of any damage plaintiff may have sustained.

First

The Law Treats Jack & Elaine Differently than First Transit



Vs.



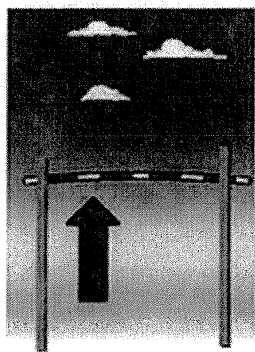
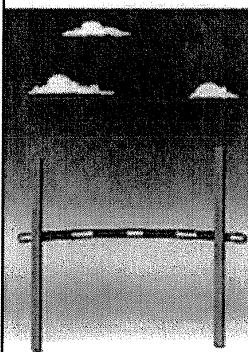
BROCK HOLT

Were Jack & Elaine Negligent? NO.



Negligence is the failure to exercise that degree of care which an ordinarily careful and prudent person would exercise under the same or similar circumstances. Ordinary care is that care which person of ordinary prudence exercise in the management of their own affairs in order to avoid injury to themselves or to others. You will note that the person whose conduct we set up as a standard is not the ordinarily cautious individual, not the exceptionally skillful one, but a person of reasonable and ordinary prudence. While exceptional skill is to be administered and encouraged, the law does not demand it as a general standard of conduct.

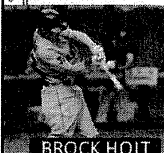
The Law EXPECTS even MORE of Common Carriers



First

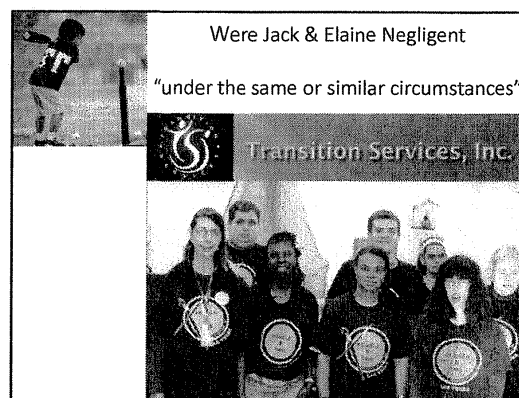
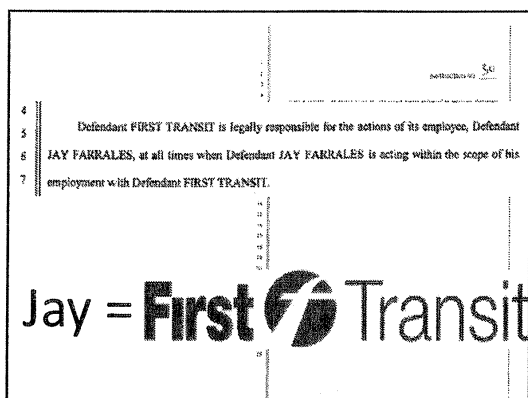
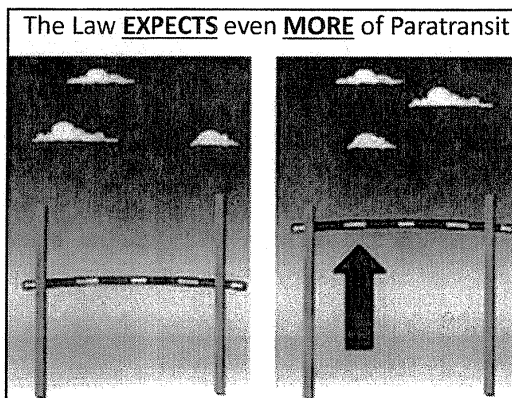
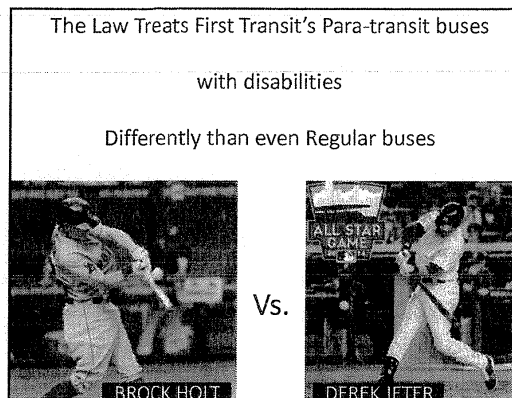
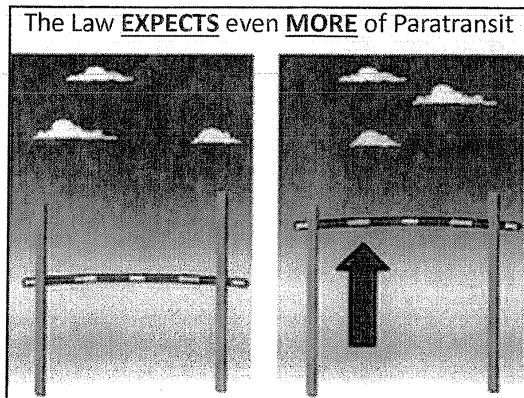
INSTRUCTION NO. 32

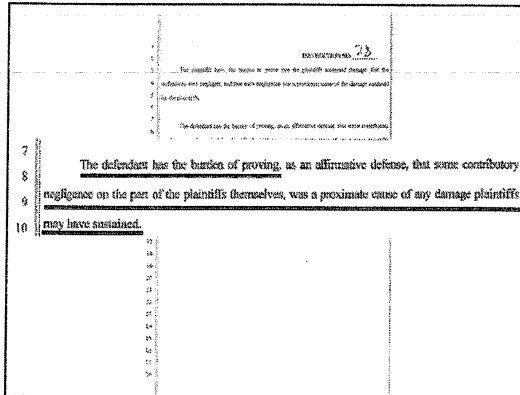
At the time of the occurrence in question, the Defendant FIRST TRANSIT was a common carrier. A common carrier has a duty to its passengers to use the highest degree of care consistent with the mode of conveyance used and the practical operation of its business as a common carrier by paratransit bus. Its failure to fulfill this duty is negligence.



BROCK HOLT

The Law Expects More of a Common Carrier



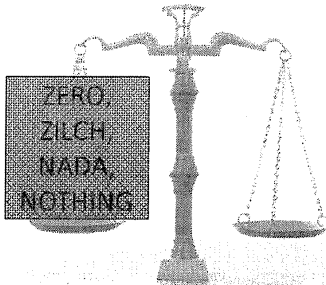


ZERO EVIDENCE HIS PARENTS KNEW HE
ATE ON THE BUS

ZERO! NADA! ZILCH! NONE!

BUT.....evidence Jay helped him drink and
never enforced the rule with Harvey

More than 50%

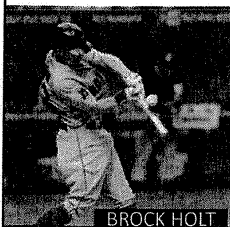


What about First Transit

Remember – they're held to a
much higher standard

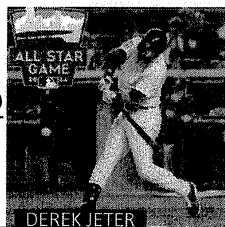
Were they negligent?

"HIGHEST DEGREE OF CARE"
and
"ADDITIONAL CARE" for disabled folks



BROCK HOLT

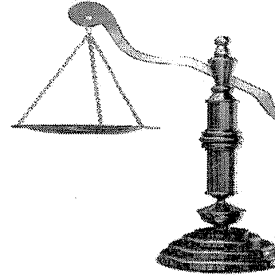
AND



DEREK JETER

Compared with:

First Transit



First Transit's 15-point
rules was violated.
Never checked on
Harvey when he got
on the bus.
Never performed any
CPR / AED.
Never told Harvey to
call 911.
Never told Harvey of
location of
nearest bus stop.
Never told Harvey of
location of
nearest bus stop.

Verdict Form

1 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant First Transit, Inc. was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

2 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant Jay Farnales was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

3 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant First Transit, Inc. was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

4 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant Jay Farnales was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

5 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant First Transit, Inc. was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

6 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant Jay Farnales was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

7 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant First Transit, Inc. was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

8 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant Jay Farnales was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

9 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant First Transit, Inc. was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

10 Do you find that a preponderance of the evidence has established by a preponderance of the evidence that the negligence of the Defendant Jay Farnales was a proximate cause of the death of Elaine Chernikoff? ☒ Yes ☐ No

5. Using one hundred percent (100%) as the total combined negligence which acted as a proximate cause of the injuries complained of by Plaintiffs Jack Chernikoff and Elaine Chernikoff, what percentage of the total combined negligence do you find from the evidence is attributable to:

Jay Farnales _____ %

First Transit, Inc. _____ %

Jack Chernikoff _____ %

Elaine Chernikoff _____ %

Totaling 100%

21 _____ %

22 _____ %

23 _____ %

24 _____ %

25 _____ %

26 _____ %

27 _____ %

28 _____ %

29 _____ %

30 _____ %



5. Using one hundred percent (100%) as the total combined negligence which acted as a proximate cause of the injuries complained of by Plaintiffs Jack Chernikoff and Elaine Chernikoff, what percentage of the total combined negligence do you find from the evidence is attributable to:

Jay Farnales 1 %

First Transit, Inc. 99 %

Jack Chernikoff 0 %

Elaine Chernikoff 0 %

Totaling 100%

21 _____ %

22 _____ %

23 _____ %

24 _____ %

25 _____ %

26 _____ %

27 _____ %

28 _____ %

29 _____ %

30 _____ %

Plaintiffs Jack and Elaine Chernikoff may not recover damages if their contributory negligence contributed more to decedent Harvey Chernikoff's death than the negligence of the Defendants First Transit, Inc. and Jay Farnales. However, if Plaintiffs Jack and Elaine Chernikoff were negligent, the Plaintiffs may still recover a reduced sum, so long as their contributory negligence was not greater than the negligence of Defendants First Transit, Inc. and Jay Farnales.

10 _____

11 _____

12 _____

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5. Using one hundred percent (100%) as the total combined negligence which acted as a proximate cause of the injuries complained of by Plaintiffs Jack Chernikoff and Elaine Chernikoff, what percentage of the total combined negligence do you find from the evidence is attributable to:

Jay Farnales 1 %

First Transit, Inc. 99 %

Jack Chernikoff 0 %

Elaine Chernikoff 0 %

Totaling 100%

21 _____ %

22 _____ %

23 _____ %

24 _____ %

25 _____ %

26 _____ %

27 _____ %

28 _____ %

29 _____ %

30 _____ %

Must Not Be More than 50% or Jack & Elaine Lose

How do you value human life?

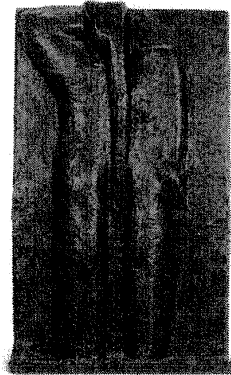
Fair and reasonable

No sympathy . . . towards anyone

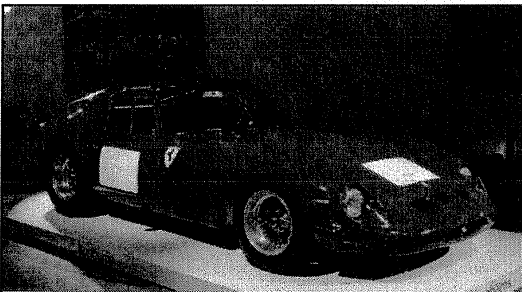
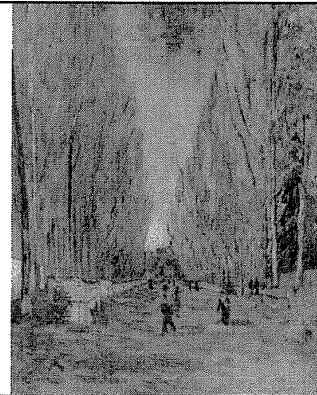
Justice for Harvey

Valuing Human Life

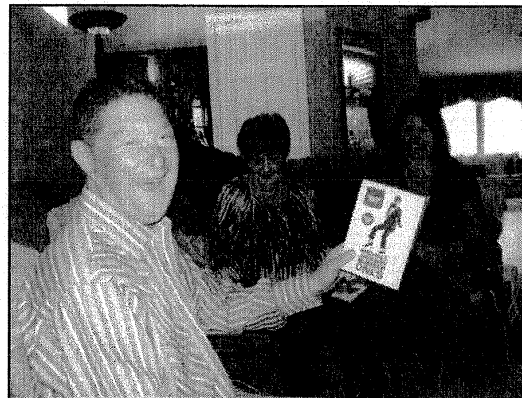
A sculpture by
Henry Matisse
sold for
\$48,000,000

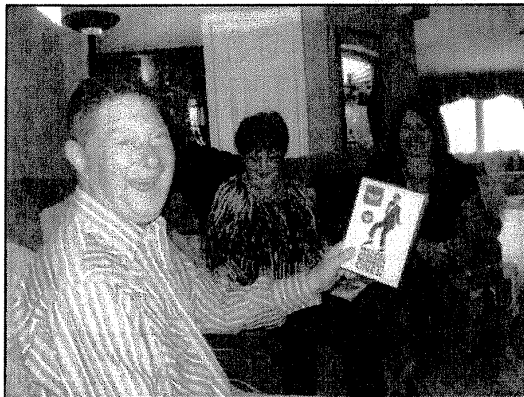


This Van Gogh
Painting Sold
in 2015 for
\$66,000,000



This 1962 Ferrari 250 GTO
Sold for **\$52,000,000**





The Verdict is also for the pain & suffering that Harvey endured



11	7. Without regard to the above answers, we find that the total amount of the
12	Plaintiffs' damages are divided as follows:
13	
14	Pain and suffering by HARVEY CHERNIKOFF \$ _____
15	Grief, sorrow, loss of companionship,
16	Society, comfort, and loss of relationship
17	suffered by Plaintiffs JACK CHERNIKOFF
18	and ELAINE CHERNIKOFF: \$ _____
19	TOTAL \$ _____
20	Dated <u> </u> of <u> </u> , 2016.
21	
22	
23	
24	FOREPERSON

Thank you – I'll have one more opportunity

Rebuttal

Choices.....

Accept the benefits?

They **PAID** for Harvey to ride the bus

There's a HUGE difference between
being dramatic and disrespectful

INSTRUCTION NO. 41

When you retire to consider your verdict, you must select one of your number to act as foreperson, who will preside over your deliberation and will be your spokesperson here in court.

During your deliberation, you will have all the exhibits which were admitted into evidence, these

In civil actions, three-fourths of the total number of jurors may find and return a verdict. This is a

dated by your foreperson, and then return with it to this room.

Only 6 of 8 of
you need to
agree...

What does the **LAW** require?

Negligence

Statute for CPR / Heimlich?

Read the Rules to Harvey?

Statute to Provide PCA?

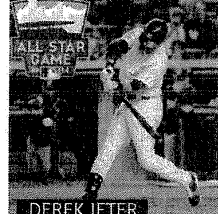


“Reasonably required”

NOT the standard for Paratransit

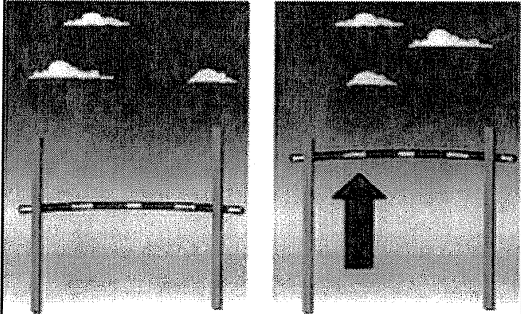
“HIGHEST DEGREE OF CARE”
and
“ADDITIONAL CARE” for disabled folks

First Transit when dealing with a disabled passenger is expected to play like Derek Jeter

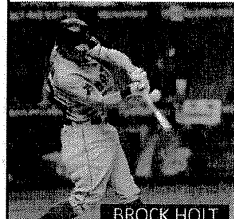


DEREK JETER

The Law **EXPECTS** even **MORE** of Paratransit buses transporting folks with disabilities

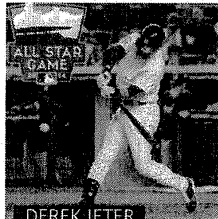


The Law Treats First Transit’s Para-transit buses with disabilities Differently than even Regular buses



BROCK HOLT

Vs.




DEREK JETER

First Transit

INTERESTING NO. 32

At the time of the occurrence in question, the Defendant FIRST TRANSIT was a common carrier. A common carrier has a duty to its passengers to use the highest degree of care consistent with the mode of conveyance used and the practical operation of its business as a common carrier by paratransit bus. Its failure to fulfill this duty is negligence.



BROCK HOLT

The Law Expects More of a Common Carrier

First Transit

INTERESTING NO. 31

When a carrier is aware that a passenger is mentally disabled so that hazards of travel are increased as to him, it is the duty of the carrier to provide that additional care which the circumstances reasonably require. The failure of the defendant to fulfill this duty is negligence.



DEREK JETER

The Law Expects EVEN MORE When a Common Carrier Transports those with Disabilities

Claim there's no law?

No expert?

Look at the LAW in this case:
"HIGHEST DEGREE OF CARE"
and
"ADDITIONAL CARE" for disabled folks

Instructions No. 32 &34

Excuse # 9

It's safer to rely on 9-1-1 that takes
10 minutes to arrive.....

If someone is dead by the time you get
someone there to help, it does not
matter who responds.....

The best possible thing Is to let
them die

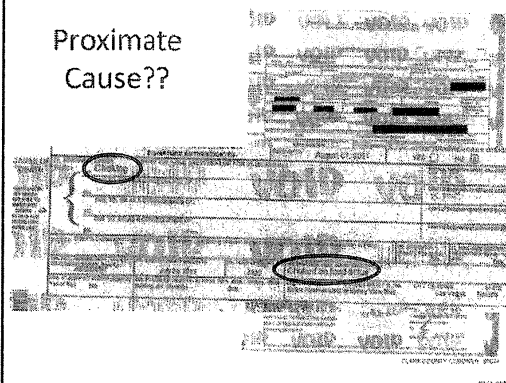
Jay's Training?? Really?

Jay – we don't want to go over your
training

Now Jay – we don't want to go over
your training

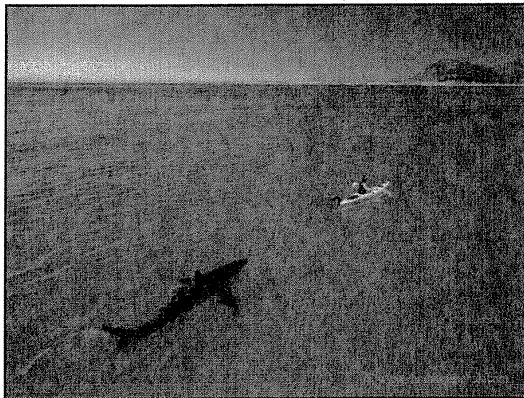
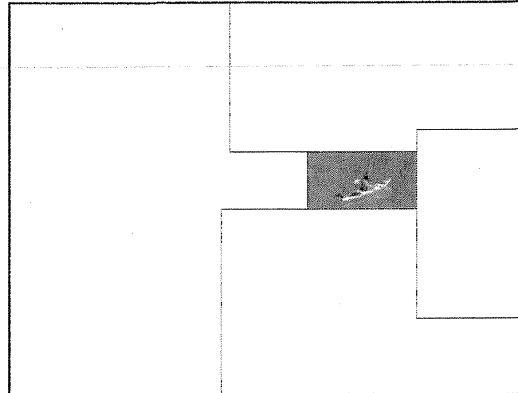
We don't want to go over your training
Jay.....

Proximate
Cause??



Excuse #10

He didn't see anything out of the ordinary?



What about the single photos you were shown?

Or

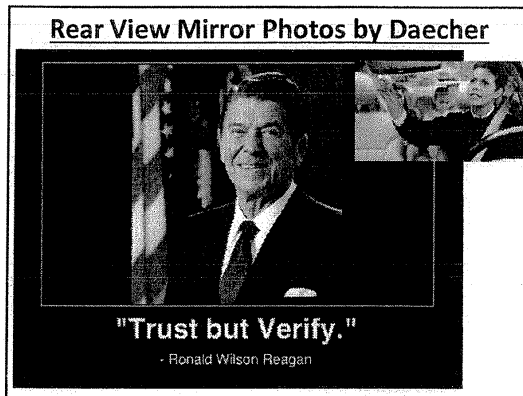
The 4-5 second clips from the video?



Excuse #11

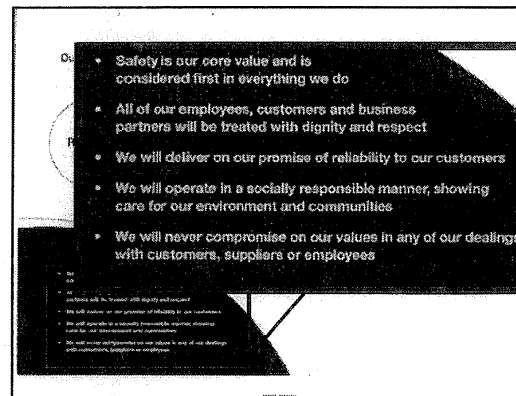
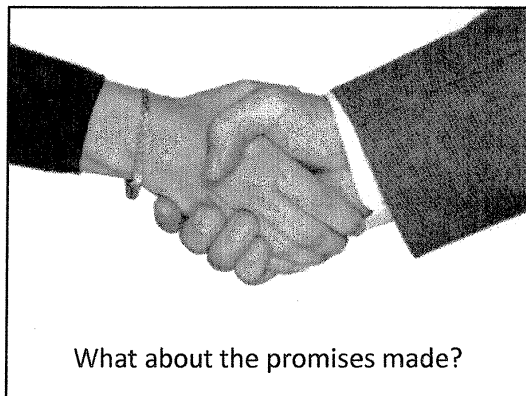
No duty to check on your passengers

Is this really their position?

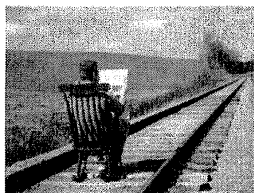


Expectations of Jack and Elaine...

Reasonable to expect First Transit to simply follow their own rules?

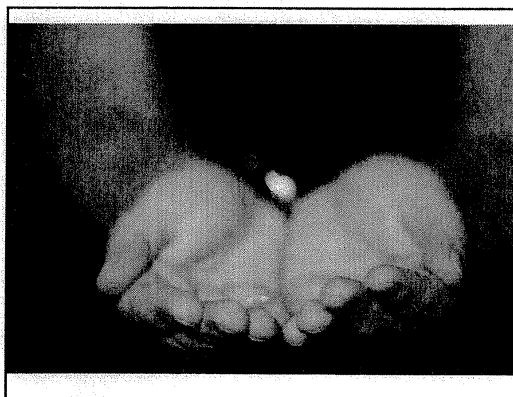


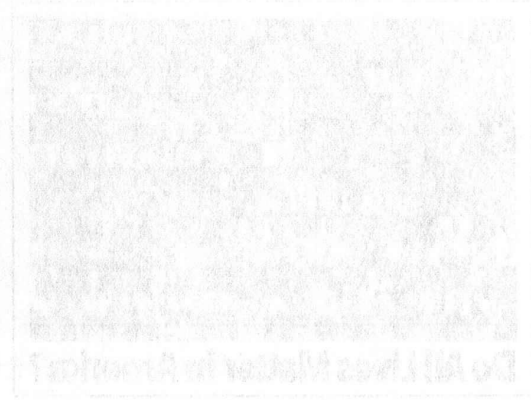
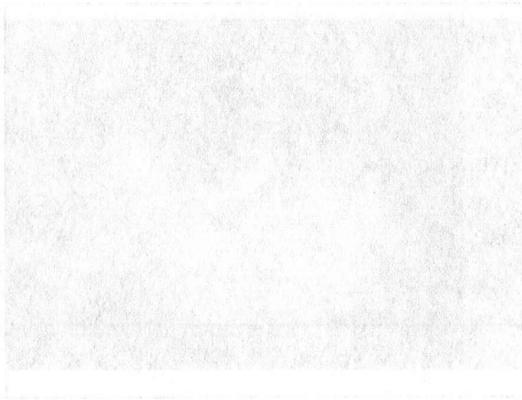
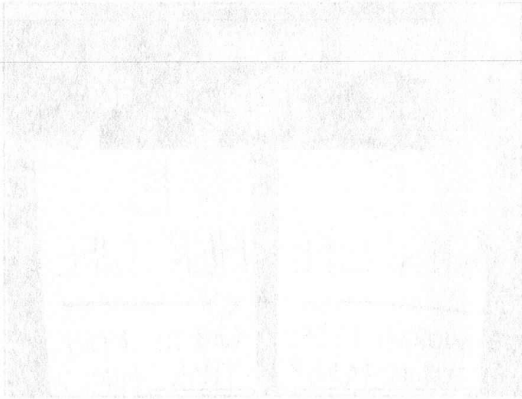
Jay didn't see this
he didn't see that
he didn't see this
he didn't see that.....



Mr. Allen showed through their own expert how healthy Harvey's heart was based on his medical records

Your job today





COURT
EXHIBIT
21
A682726
2-29-16

COURT'S TRIAL EXHIBIT 22

Chernikoff v. First Transit, Inc. and Jay Farrales

Considering The Evidence...

HEAD

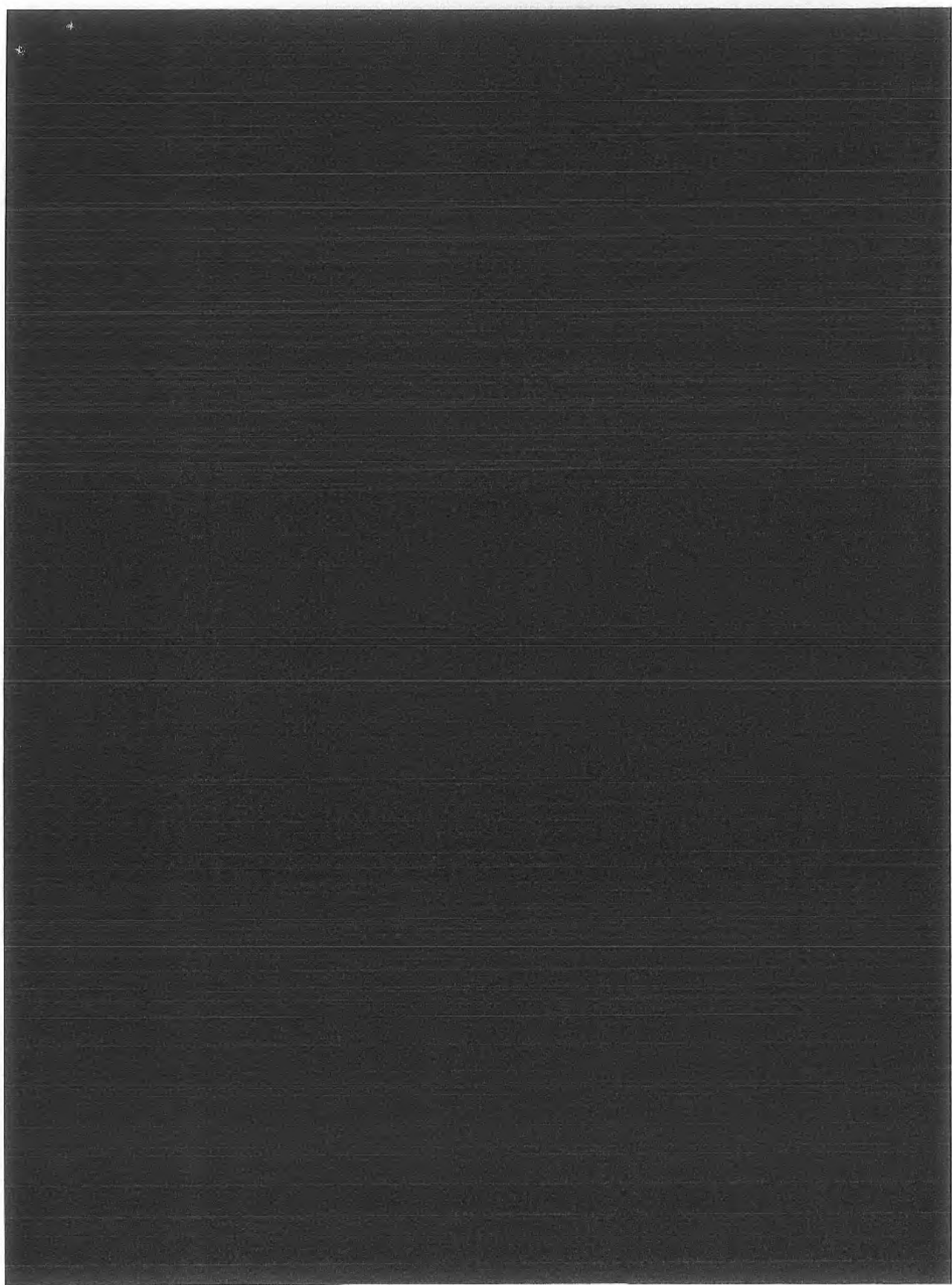
- FACTS
- LAW
- COMMON
SENSE

HEART

- SYMPATHY
- BIAS

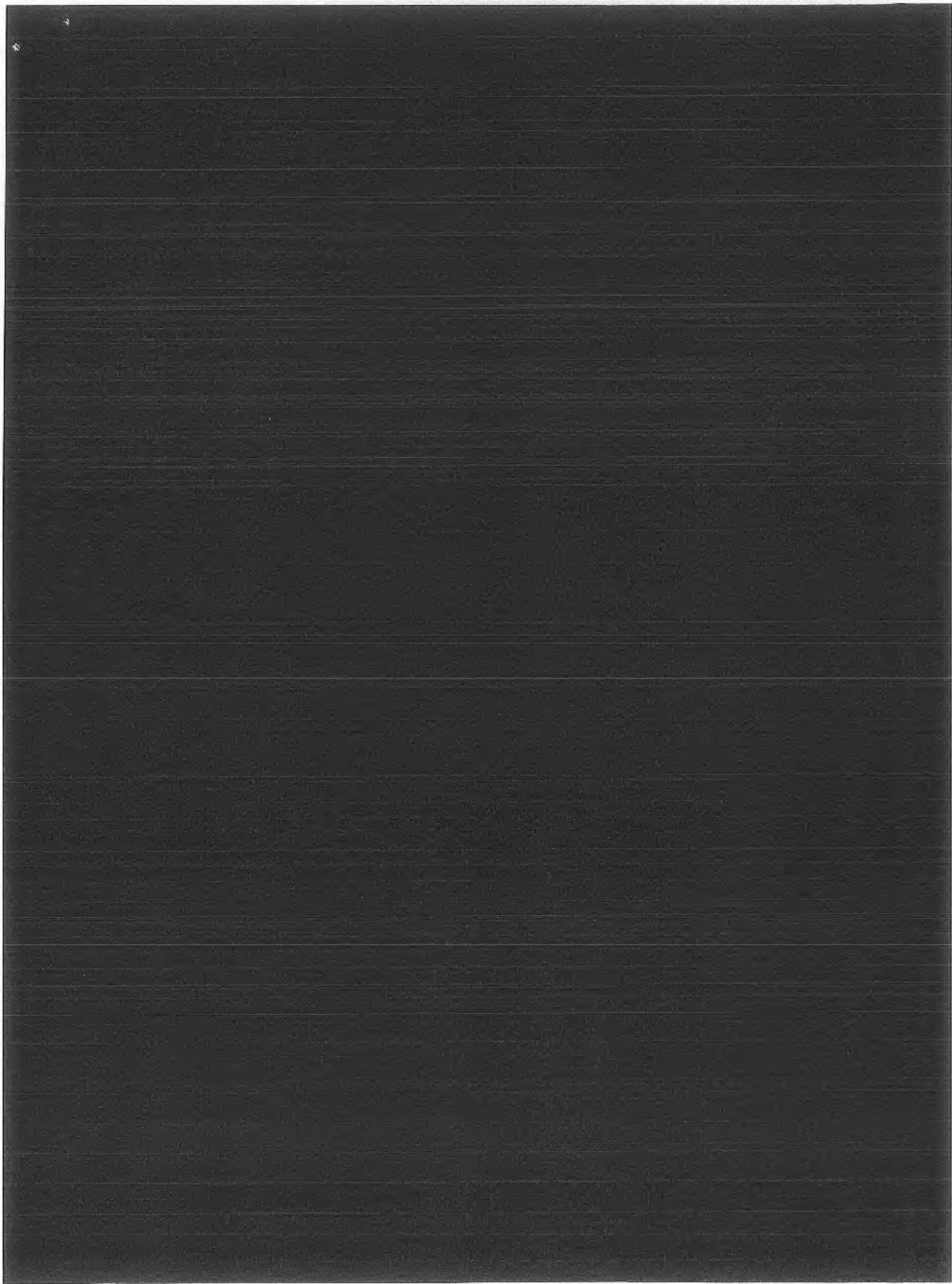
BURDEN OF PROOF:

Plaintiffs must prove case by a
preponderance of the evidence.



THIN THREADS...

- 1). First Transit should have trained drivers in First Aid
- 2). Jay should have looked at Harvey when he got back on the bus
- 3). Jay should have enforced the "no eating" rule
- 4). Jay should have seen Harvey if he scanned his mirrors



THIN THREADS...

- 1). ~~First Transit should have trained drivers in First Aid~~
- 2). ~~Jay should have looked at Harvey when he got back on the bus~~
- 3). ~~Jay should have enforced the "no eating" rule~~
- 4). ~~Jay should have seen Harvey if he scanned his mirrors~~

First Aid

Choking



Choking can become serious if you don't act quickly, and knowing what to do is vital. Most choking involves food that falls to the back of the throat resulting in a muscular spasm (gagging). This results in the person trying to cough and breathe.

if the airway becomes blocked by a large piece of food or some other object, the person will find it difficult to speak or breathe.

How to treat choking:

- Start by encouraging the person to cough. Do this in a reassuring manner and try not to panic.
- If this doesn't work, get the person to lean forward, support their chest with one hand and with the other, give them up to five blows on the back, between the shoulder blades. It's important that these blows are quite firm because you're attempting to create a vibration in the chest, which will hopefully move the object. Some people are concerned about hurting the person but the risk of doing this is very slim. Back blows sometimes don't work is because they have not been delivered with enough force.
- After you have given the five back blows, check inside the mouth in case the object has come up into the mouth and you haven't noticed or the person has not been able to tell you.
- If the five back blows don't work, try a procedure known as the abdominal thrust or Heimlich maneuver.

How to do abdominal thrusts (Heimlich maneuver):

- Stand behind the person who is choking.
- Put your arms around their stomach.
- Make a fist and grab your fist with your other hand.
- Position the fist on the abdomen, just above the navel.
- Pull inward and upward up to five times.
- Again check in the mouth to see if the object has become dislodged.

If the obstruction does not clear after three cycles of back blows and abdominal thrusts, call 9-1-1

If at any stage the person becomes unconscious, you must start CPR.

Source: Red Cross First Aid Training





07/29/2011-07:19:17 AM

Front

1790

View from the mirrors...

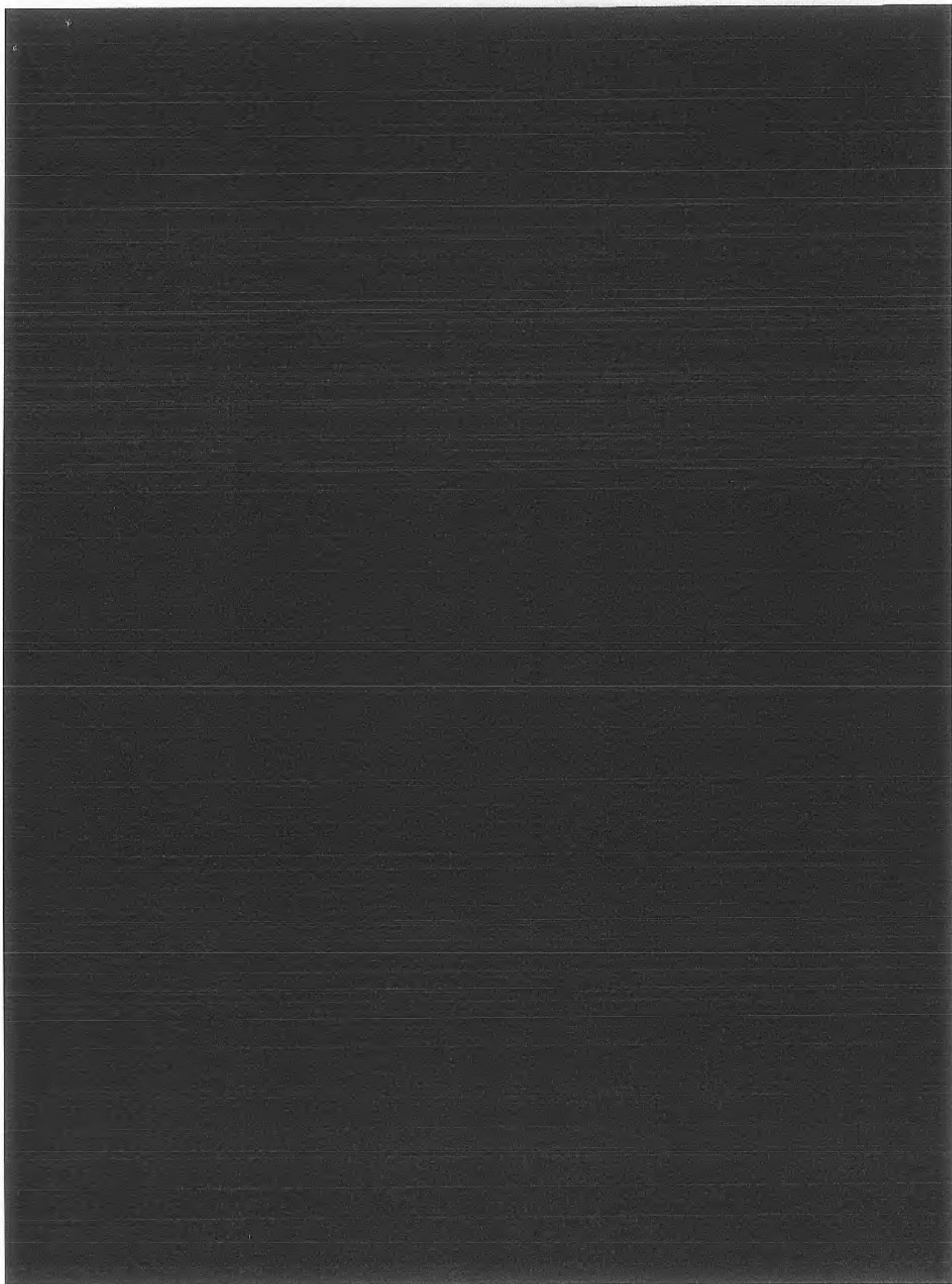


RTC Rider Guide – Exhibit A-6

Rider Rules

The RTC's goal is to provide a safe, comfortable commute for individuals traveling on RTC vehicles. To assure a pleasant commute for all, please observe the following rules:

- ▶ Seatbelts are required by passengers on vehicles.
 - ▶ No eating is allowed on the vehicle, and drinks must be in spill-proof covered containers.
 - ▶ Smoking is prohibited on the vehicle.
 - ▶ Proper attire, including shirts and shoes or appropriate foot coverings, is required on the vehicle.
 - ▶ Personal musical devices are allowed with head phones as long as the sound is not audible to others.
 - ▶ Please do not distract the driver while the vehicle is in motion.
 - ▶ Medication(s) and other personal belongings are the responsibility of the rider to plan for when riding paratransit.
-



JAY DID NOT SEE...

- 1). Harvey eating
- 2). Harvey clutching his throat
- 3). Harvey making any panicked or frantic movements
- 4). Harvey showing any signs of distress
 - a). Coughing, gagging or other noise
 - b). Rubbing his head
 - c). Hand movement



First Aid Choking



Choking can become serious if you don't act quickly, and knowing what to do is vital. Most choking involves food that falls to the back of the throat resulting in a muscular spasm (gagging). This results in the person trying to cough and breathe.

If the airway becomes blocked by a large piece of food or some other object, the person will find it difficult to speak or breathe.

How to treat choking:

- Start by encouraging the person to cough. Do this in a reassuring manner and try not to panic.
- If this doesn't work, get the person to lean forward, support their chest with one hand and with the other, give them up to five blows on the back, between the shoulder blades. It's important that these blows are quite firm because you're attempting to create a vibration in the chest, which will hopefully move the object. Some people are concerned about hurting the person but the risk of doing this is very slim. Back blows sometimes don't work is because they have not been delivered with enough force.
- After you have given the five back blows, check inside the mouth in case the object has come up into the mouth and you haven't noticed or the person has not been able to tell you.
- If the five back blows don't work, try a procedure known as the abdominal thrust or Heimlich maneuver.

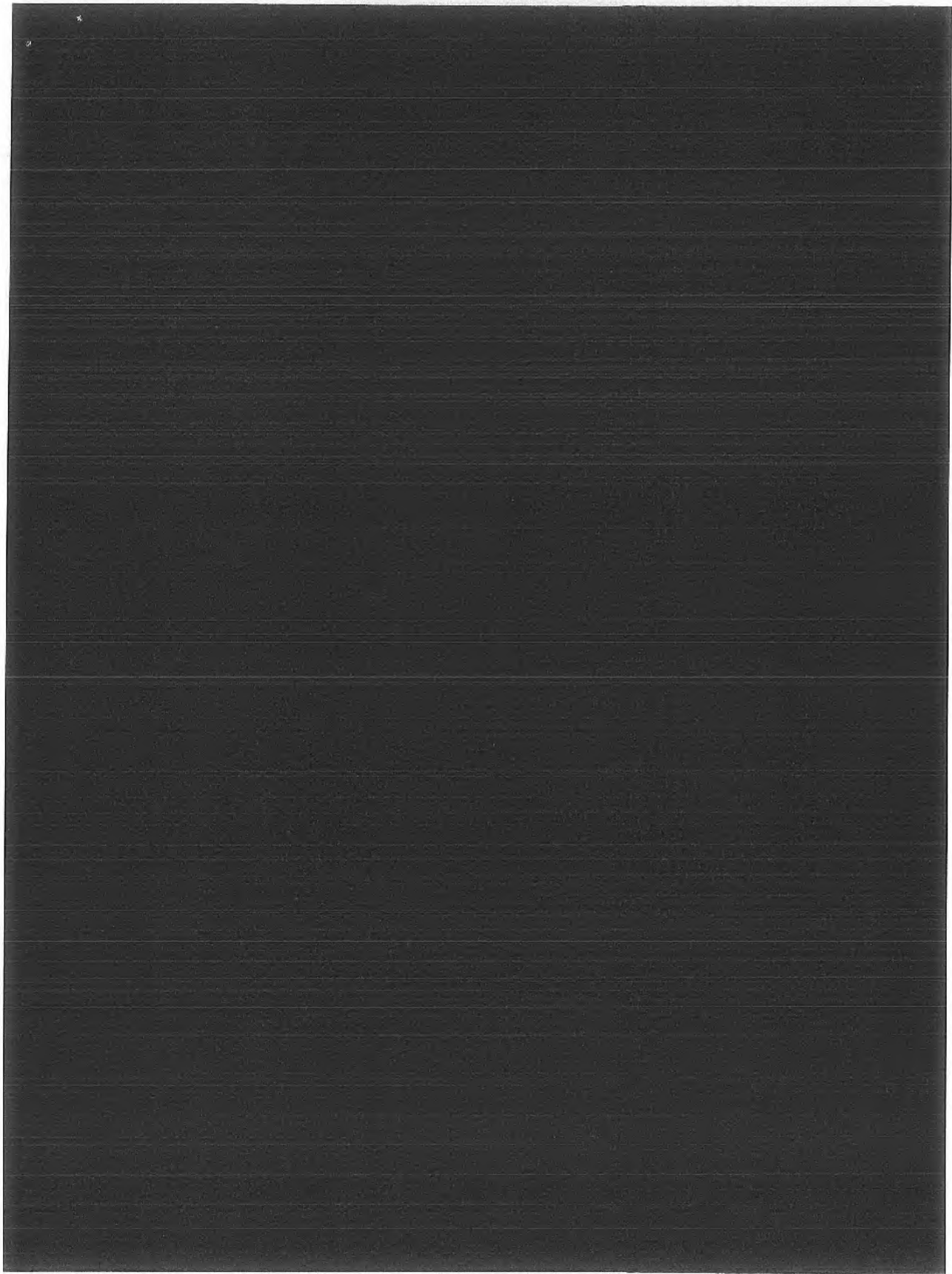
How to do abdominal thrusts (Heimlich maneuver):

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- Make a fist and grab your fist with your other hand.
- Position the fist on the abdomen, just above the navel.
- Pull inward and upward up to five times.
- Again check in the mouth to see if the object has become dislodged.

If the obstruction does not clear after three cycles of back blows and abdominal thrusts, call 9-1-1

If at any stage the person becomes unconscious, you must start CPR.

Sanjour Red Cross First Aid Training

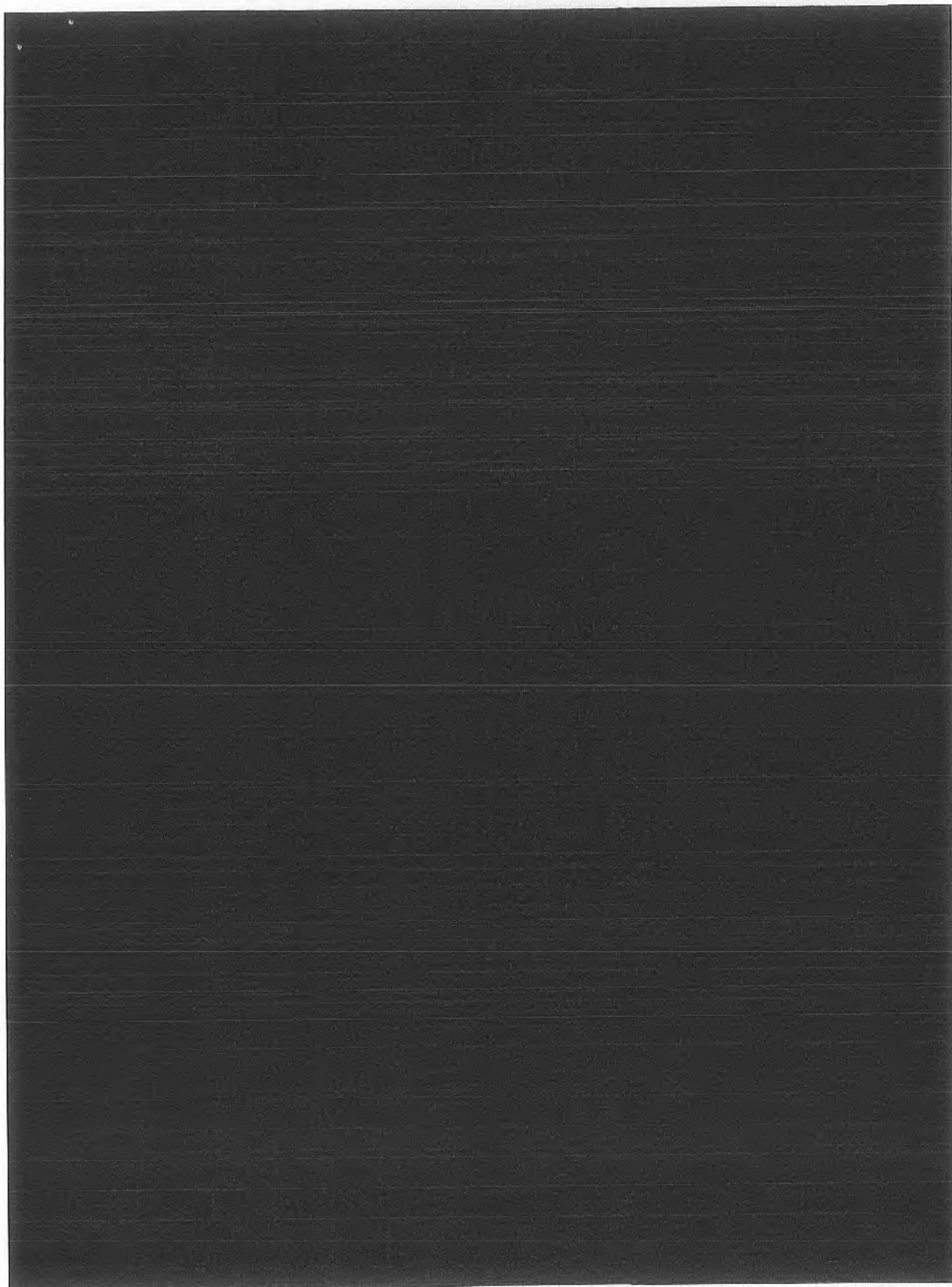


INSTRUCTION NO. 13

The credibility or "believability" of a witness should be determined by his or her manner upon the stand, his or her relationship to the parties, his or her fears, motives, interests or feelings, his or her opportunity to have observed the matter to which he or she testified, the reasonableness of his or her statements and the strength or weakness of his or her recollections.

If you believe that a witness has lied about any material fact in the case, you may disregard the entire testimony of that witness or any portion of this testimony which is not proved by other evidence.

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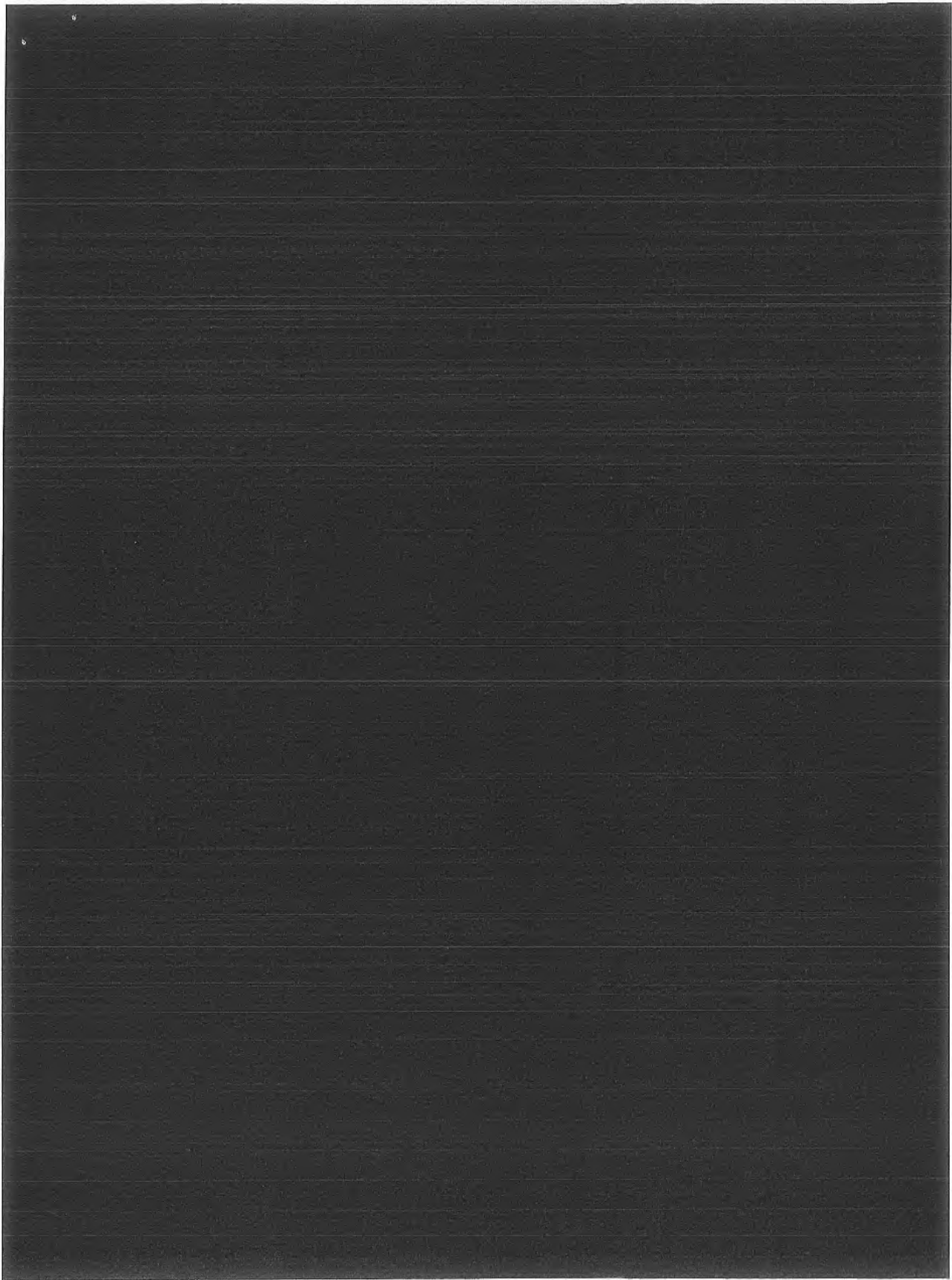


INSTRUCTION NO:

16

A person who has special knowledge, skill, experience, training or education in particular science, profession or occupation may give his or her opinion as an expert as to any matter in which he or she is skilled. In determining the weight to be given such opinion, you should consider the qualifications and credibility of the expert and the reasons given for his or her opinion. You are not bound by such opinion. Give it the weight, if any, to which you deem it entitled.

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INSTRUCTION NO: 29

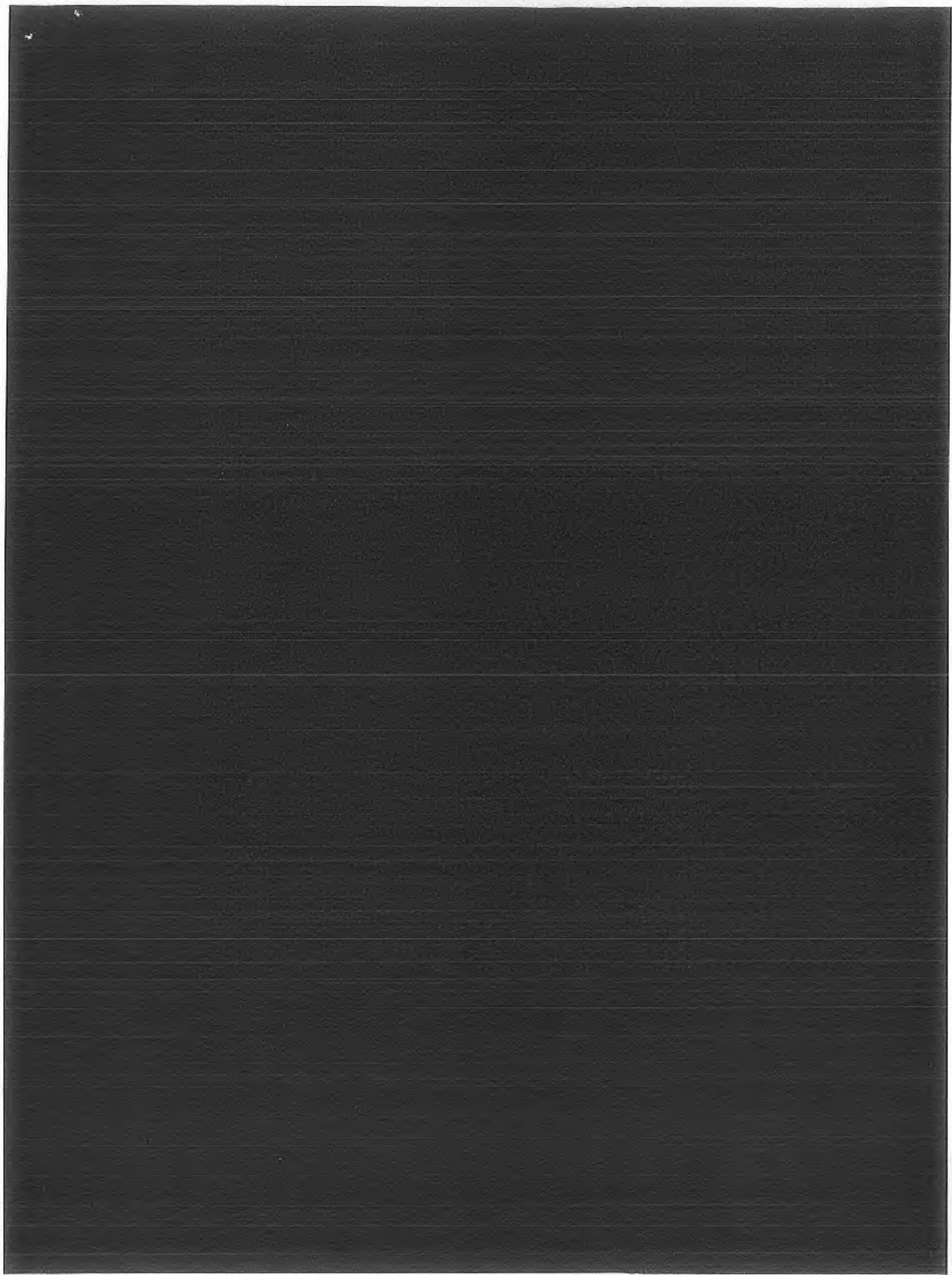
Defendants First Transit, Inc. and Jay Farrales seek to establish that Plaintiffs Jack and Elaine Chernikoff were contributorily negligent.

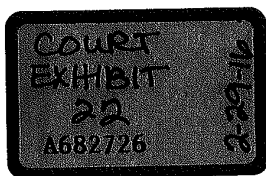
Contributory negligence is negligence on the part of Plaintiffs Jack and Elaine Chernikoff which, cooperating to some degree with negligence of another, helps in proximately causing decedent Harvey Chernikoff's death.

Plaintiffs Jack and Elaine Chernikoff may not recover damages if their contributory negligence contributed more to decedent Harvey Chernikoff's death than the negligence of the Defendants First Transit, Inc. and Jay Farrales. However, if Plaintiffs Jack and Elaine Chernikoff were negligent, the Plaintiffs may still recover a reduced sum, so long as their contributory negligence was not greater than the negligence of Defendants First Transit, Inc. and Jay Farrales.

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A. If Joseph had been with him, Joseph would have been there, he knows CBR, he knows the Heimlich maneuver, he knows first aid, this would have never happened, never.





REGISTER OF ACTIONS

CASE No. A-13-682726-C

Jack Chernikoff, Plaintiff(s) vs. First Transist Inc, Defendant(s)

§
§
§
§
§
§
§
§

Case Type: **Negligence - Other Negligence**
Date Filed: **05/31/2013**
Location: **Department 23**
Cross-Reference Case Number: **A682726**
Supreme Court No.: **70164**

PARTY INFORMATION

Defendant	Farrales, Jay	Lead Attorneys LeAnn Sanders <i>Retained</i> 7023847000(W)
Defendant	First Transist Inc	LeAnn Sanders <i>Retained</i> 7023847000(W)
Plaintiff	Chernikoff, Elaine	Benjamin P. Cloward <i>Retained</i> 702-385-1400(W)
Plaintiff	Chernikoff, Jack	Benjamin P. Cloward <i>Retained</i> 702-385-1400(W)

EVENTS & ORDERS OF THE COURT

	DISPOSITIONS
03/31/2014	Order of Dismissal With Prejudice (Judicial Officer: Miley, Stefany) Debtors: Estate of Harvey Chernikoff (Plaintiff) Creditors: Laidlaw Transit Services Inc (Defendant), First Transist Inc (Defendant), Jay Farrales (Defendant) Judgment: 03/31/2014, Docketed: 04/07/2014
03/31/2014	Order of Dismissal Without Prejudice (Judicial Officer: Miley, Stefany) Debtors: Estate of Harvey Chernikoff (Plaintiff), Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Creditors: Laidlaw Transit Services Inc (Defendant) Judgment: 03/31/2014, Docketed: 04/07/2014
06/03/2015	Order of Dismissal (Judicial Officer: Miley, Stefany) Debtors: Estate of Harvey Chernikoff (Plaintiff), Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Creditors: First Transist Inc (Defendant), Jay Farrales (Defendant) Judgment: 06/03/2015, Docketed: 06/10/2015 Comment: Certain Claims
06/29/2015	Order of Dismissal Without Prejudice (Judicial Officer: Miley, Stefany) Debtors: Estate of Harvey Chernikoff (Plaintiff), Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Creditors: First Transist Inc (Defendant), Jay Farrales (Defendant) Judgment: 06/29/2015, Docketed: 07/06/2015 Comment: Certain Claims
02/29/2016	Verdict (Judicial Officer: Miley, Stefany) Debtors: First Transist Inc (Defendant), Jay Farrales (Defendant) Creditors: Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Judgment: 02/29/2016, Docketed: 03/07/2016 Total Judgment: 15,000,000.00
06/06/2017	Amended Judgment Upon the Verdict (Judicial Officer: Miley, Stefany) Reason: Amended Debtors: First Transist Inc (Defendant) Creditors: Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Judgment: 06/06/2017, Docketed: 03/15/2016 Total Judgment: 16,135,787.67 03/08/2016 Judgment Upon the Verdict (Judicial Officer: Miley, Stefany) Debtors: First Transist Inc (Defendant) Creditors: Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Judgment: 03/08/2016, Docketed: 03/15/2016 Total Judgment: 17,149,631.70

06/06/2017	Order (Judicial Officer: Miley, Stefany) Debtors: First Transist Inc (Defendant) Creditors: Jack Chernikoff (Plaintiff), Elaine Chernikoff (Plaintiff) Judgment: 06/06/2017, Docketed: 06/07/2017 Total Judgment: 20,920.85
OTHER EVENTS AND HEARINGS	
05/31/2013	Case Opened
05/31/2013	Complaint <i>Complaint</i>
06/11/2013	Affidavit of Service <i>Affidavit of Service</i>
06/27/2013	Answer to Complaint <i>Defendants First Transit, Inc., Laidlaw Transit Services, Inc. d/b/a First Transit and Jay Farrales' Answer to Plaintiffs' Complaint</i>
06/27/2013	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
06/27/2013	Demand for Jury Trial <i>Demand for Jury Trial</i>
07/23/2013	Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
08/20/2013	Joint Case Conference Report <i>Joint Case Conference Report</i>
08/28/2013	Scheduling Order <i>Scheduling Order</i>
08/30/2013	Order Setting Civil Jury Trial <i>Order Setting Civil Jury Trial</i>
10/11/2013	Notice of Taking Deposition <i>Notice of Taking Deposition of Elaine Chernikoff</i>
10/11/2013	Notice of Taking Deposition <i>Notice of Taking Deposition of Jack Chernikoff</i>
11/20/2013	Notice to Vacate Deposition <i>Notice of Vacating Deposition of Elaine Chernikoff</i>
11/20/2013	Notice to Vacate Deposition <i>Notice of Vacating Deposition of Jack Chernikoff</i>
01/07/2014	Notice of Taking Deposition <i>Notice of Taking Deposition of Elaine Chernikoff</i>
01/07/2014	Notice of Taking Deposition <i>Notice of Taking Deposition of Jack Chernikoff</i>
01/16/2014	Amended Notice of Taking Deposition <i>Amended Notice of Taking Deposition of Jack Chernikoff</i>
01/16/2014	Amended Notice of Taking Deposition <i>Amended Notice of Taking Deposition of Elaine Chernikoff</i>
01/24/2014	Amended Notice of Taking Deposition <i>Third Amended Notice of Taking Deposition of Elaine Chernikoff</i>
01/24/2014	Amended Notice of Taking Deposition <i>Third Amended Notice of Taking Deposition of Elaine Chernikoff</i>
02/20/2014	Amended Notice of Taking Deposition <i>Third Amended Notice of Taking Deposition of Jack Chernikoff</i>
02/20/2014	Motion to Dismiss <i>Motion to Dismiss The Estate of Harvey Chernikoff</i>
03/31/2014	Stipulation and Order for Dismissal Without Prejudice <i>Stipulation and Order To Dismiss Laidlaw Transit Services, Inc., Without Prejudice</i>
03/31/2014	Stipulation and Order for Dismissal With Prejudice <i>Stipulation and Order to Dismiss the Estate of Harvey Chernikoff</i>
03/31/2014	Motion to Appear as Out of State Counsel <i>Motion for Association of Out of State counsel Pro Hac Vice - Charles H Allen Esq</i>
04/01/2014	CANCELED Motion to Dismiss (9:30 AM) (Judicial Officer Miley, Stefany) <i>Vacated</i> <i>Motion to Dismiss The Estate of Harvey Chernikoff</i>
04/01/2014	Certificate of Mailing <i>Certificate of Service</i>
04/04/2014	Notice of Entry <i>Notice of Entry of Stipulation and Order</i>
04/04/2014	Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order</i>
05/06/2014	Motion to Associate Counsel (9:30 AM) (Judicial Officer Miley, Stefany) <i>Plaintiff's Motion for Association of Out of State counsel Pro Hac Vice</i> <u>Minutes</u> Result: Motion Granted
05/15/2014	Stipulation and Order to Extend Discovery Deadlines <i>Stipulation and Order for Extension of Time to Complete Discovery (First Request)</i>
05/27/2014	Order Granting Motion <i>Order Granting Motion for Association of Out of State counsel Pro Hac Vice - Charles H Allen Esq</i>
05/29/2014	Notice of Entry of Order <i>Notice of Entry of Order</i>
06/27/2014	Initial Expert Disclosure <i>Defendants Jay Farrales and First Transit, Inc's Initial Expert Witness Disclosure Statement</i>
08/05/2014	Stipulation to Extend Discovery <i>Stipulation and Order for Extension of Time To Complete Discovery</i>
08/20/2014	Notice of Entry <i>Notice of Entry of Stipulation and Order For Extension of Time To Complete Discovery</i>
09/17/2014	Amended Order Setting Jury Trial

Order Re-Setting Civil Jury Trial and Calendar Call

09/25/2014 **Stipulation to Extend Discovery**
Stipulation and Order for Extension of Time to Complete Discovery (Third Request)

09/25/2014 **Affidavit of Service**
Affidavit of Service

09/29/2014 **Notice of Entry**
Notice of Stipulation and Order to Extend Discovery

10/21/2014 **Motion**
Plaintiffs' Motion to Substitute Expert on Order Shortening Time

11/06/2014 **Opposition to Motion**
Defendants' Opposition to Plaintiffs' Motion to Substitute Expert on Order Shortening Time

11/07/2014 **Motion for Substitution** (9:30 AM) (Judicial Officer Bulla, Bonnie)
Plaintiffs' Motion to Substitute Expert on OST
Parties Present
Minutes
Result: Granted

12/08/2014 **Objection to Discovery Commissioners Report and Recommend**
Defendants First Transit, Inc and Jay Farrales' Objection to the Discovery Commissioner's Report & Recommendations

12/12/2014 **CANCELED Status Check: Compliance** (11:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated - per Commissioner

12/17/2014 **Reply**
Plaintiffs' Reply to Defendants' Objection to the Discovery Commissioner's Report and Recommendations

12/23/2014 **Discovery Commissioners Report and Recommendations**
Discovery Commissioners Report and Recommendations

01/13/2015 **Objection to Discovery Commissioner's Report** (9:30 AM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Decision Pending

01/13/2015 **Amended Order Setting Jury Trial**
Second Order Re-Setting Civil Jury Trial and Calendar Call

01/16/2015 **Stipulation to Extend Discovery**
Stipulation and Order for Extension of Time to Complete Discovery (4th request)

01/20/2015 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery

01/20/2015 **Decision and Order**
Decision

02/20/2015 **Notice of Deposition**
Notice of Taking Deposition of Kenneth A. Stein, M.D.

03/01/2015 **Notice of Association of Counsel**
Notice of Association of Counsel

03/18/2015 **Notice of Deposition**
Notice of Taking Deposition of Carl Berkowitz, PhD

03/20/2015 **Notice of Deposition**
Notice of Taking Telephonic Deposition of Daniel Lingamfelter, D.O.

03/23/2015 **Amended Notice of Taking Deposition**
Amended Notice of Taking Telephonic Deposition of Daniel Lingamfelter, D.O. (phone number only)

04/02/2015 **Notice of Deposition**
Notice of Taking Deposition of Neil Chernikoff

04/02/2015 **Notice of Deposition**
Notice of Taking Deposition of Jennifer Demers

04/06/2015 **Affidavit of Service**
Affidavit of Service on Jennifer Demers

04/06/2015 **Affidavit of Service**
Affidavit of Service

04/14/2015 **CANCELED Calendar Call** (11:00 AM) (Judicial Officer Miley, Stefany)
Vacated
10/28/2014 Reset by Court to 04/14/2015

04/20/2015 **CANCELED Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Vacated
11/10/2014 Reset by Court to 04/20/2015

04/20/2015 **Amended Notice of Taking Deposition**
First Amended Notice of Taking Deposition of Neil Chernikoff

05/15/2015 **Amended Notice of Taking Deposition**
Amended Notice of Taking Deposition of Neil Chernikoff

05/19/2015 **Motion for Summary Judgment**
Defendants First Transit, Inc. and Jay Farrales' Motion for Summary Judgment on Plaintiffs' Claims for Punitive Damages

05/22/2015 **Amended Notice of Taking Deposition**
Third Amended Notice of Taking Deposition of Neil Chernikoff

05/22/2015 **Motion to Strike**
Defendants' First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Passenger Transportation Expert, Carl Berkowitz, Ph.D.

05/29/2015 **Motion in Limine**
Plaintiffs' Motion in Limine No. 1 To Exclude any Discussion, Mention Reference, Comments Regarding the Retention of Ned Einstein

05/29/2015 **Motion in Limine**
Plaintiff's Motion in Limine No. 3 To Exclude any Reference or Comments that Harvey was Incompetent to Ride the Bus and Exclude any Arguments Regarding Comparative Negligent

05/29/2015 **Motion in Limine**
Plaintiff's Motion in Limine No. 4 To Exclude any Reference of Harvey Obtaining a Driver's License

05/29/2015 **Motion in Limine**
Plaintiff's Motion in Limine No. 2 To Exclude any Reference or Comments that Carl Berkowitz Utilized Ned Einstein's Report

05/29/2015 **Motion in Limine**
Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs After the Close of Discovery

05/29/2015 **Motion in Limine**
Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 2 to Exclude Post-July 2011 Policy Documents and Any References or Testimony Related Thereto

05/29/2015 **Motion in Limine**
Defendants' First Transit, Inc., and Jay Farrales' Motion in Limine No. 3 To Exclude Postmortem Photographs of Decedent at Trial

05/29/2015 **Motion in Limine**
Defendants' First Transit, Inc., and Jay Farrales' Motion in Limine No. 4 To Preclude Speculation by Lay Witnesses That First Aid Would Have Saved Decedent's Life

06/03/2015 **Stipulation and Order for Dismissal**
Stipulation and Order to Dismiss Plaintiffs' Punitive Damages Claim

06/05/2015 **Notice of Entry of Stipulation & Order for Dismissal**
Notice of Entry of Stipulation and Order

06/05/2015 **Opposition to Motion**
Plaintiffs' Opposition to Defendants' Motion to Strike Plaintiffs' Passenger Transport Expert Carl Berkowitz

06/15/2015 **Opposition to Motion**
Defendants First Transit, Inc. and Jay Farrales' Opposition to Plaintiffs' Motion in Limine No. 1 to Exclude any Discussion, Mention, Reference, Comments Regarding the Retention of Ned Einstein

06/15/2015 **Opposition to Motion**
Defendants First Transit, Inc. and Jay Farrales' Opposition to Plaintiffs' Motion in Limine No. 2 to Exclude any Reference or Comments that Carl Berkowitz utilized Ned Einstein's Report

06/15/2015 **Opposition to Motion in Limine**
Defendants First Transit, Inc. and Jay Farrales' Opposition to Plaintiffs' Motion in Limine No. 3 That Purports to Seek Exclusion of Any Reference or Comments That the Decedent was Incompetent to Ride the Bus and Any Arguments Regarding Comparative Negligence

06/15/2015 **Opposition to Motion in Limine**
Defendants First Transit, Inc. and Jay Farrales' Opposition to Plaintiffs' Motion in Limine No. 4 To Exclude Any Reference of Decedent Obtaining a Drivers License

06/16/2015 **Notice of Non Opposition**
Notice Pursuant to EDCR 2.20 of Non-Opposition to Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs After the Close of Discovery, and Request for Order Granting Same

06/16/2015 **Notice of Non Opposition**
Notice Pursuant to EDCR 2.20 of Non-Opposition to Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 2 to Exclude Post-July 2011 Policy Documents and any References or Testimony Related Thereto, and Request for Order Granting Same

06/16/2015 **Notice of Non Opposition**
Notice Pursuant to EDCR 2.20 of Non-Opposition to Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 3 to Exclude Postmortem Photographs of Decedent at Trial, and Request for Order Granting Same

06/16/2015 **Notice of Non Opposition**
Notice Pursuant to EDCR 2.20 of Non-Opposition to Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 4 to Preclude Speculation by Lay Witnesses that First Aid Would Have Saved Decedent's Life and Request for Order Granting Same

06/17/2015 **Motion for Sanctions**
Defendants First Transit, Inc. and Jay Farrales' Motion for Sanctions, or in the Alternative, Motion to Dismiss for Failure to Timely Serve Pre-Trial Disclosures on Order Shortening Time

06/17/2015 **Opposition to Motion in Limine**
Plaintiffs' Opposition to Defendants' Motion in Limine No. 3 to Exclude Postmortem Photographs of Decedent at Trial

06/17/2015 **Opposition to Motion in Limine**
Plaintiffs' Opposition to Defendants' Motion in Limine No. 1 to Exclude Items Produced by Plaintiff's after the Close of Discovery

06/17/2015 **Opposition to Motion in Limine**
Plaintiffs' Opposition to Defendants' Motion in Limine No. 4 to Preclude Speculation by a Lay Witnesses that First Aid Would Have Saved Decedent's Life

06/18/2015 **Pre-Trial Disclosure**
Plaintiffs' Pre-Trial Disclosure

06/19/2015 **Amended Notice**
Amended Notice of Motion on Order Shortening Time

06/19/2015 **Pre-trial Memorandum**
Defendants' Pre-Trial Memorandum

06/19/2015 **Opposition to Motion in Limine**
Plaintiffs' Opposition to Defendants Motion in Limine No. 23 to Exclude Post-July 2011 Policy Documents and Any Referenced or Testimony Related thereto

06/19/2015 **Pre-trial Memorandum**
Plaintiffs' Pre-trial Memorandum

06/22/2015 **Opposition to Motion**
Plaintiffs' Opposition to Defendants' First Transits, Inc. and Jay Farrales Motion for Sanctions, or in the Alternative , Motion to Dismiss for Failure to Timely Serve Pre-Trial Disclosures on Order Shorting Time

06/23/2015 **Calendar Call** (11:00 AM) (Judicial Officer Miley, Stefany)
 Result: Matter Heard

06/23/2015 **Motion** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendant's Amended Notice of Motion to Dismiss for Failure to Timely Serve Pre-Trial Disclosures on Order Shortening Time
 Result: Motion Denied

06/23/2015 **All Pending Motions** (9:30 AM) (Judicial Officer Miley, Stefany)
Calendar Call; Defendant's Amended Notice of Motion to Dismiss for Failure to Timely Serve Pre-Trial Disclosures on Order Shortening Time
Parties Present
Minutes
 Result: Decision Made

06/23/2015 **Reply in Support**
Reply in Support of Defendants First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Passenger Transportation Expert, Carl Berkowitz, Ph.D.

06/25/2015 **Motion**
Plaintiffs' Motion to Strike Impermissible Video on an Order Shortening Time

06/26/2015 **Reply in Support**
Defendants First Transit Inc. and Jay Farrales' Reply in Support of Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs after the Close of Discovery

06/26/2015 **Reply in Support**
Defendants First Transit Inc. and Jay Farrales' Reply in Support of Motion in Limine No.2 to Exclude Post-July 2011 Policy Documents and any References or Testimony Related Thereto

06/26/2015 **Reply in Support**
Defendants First Transit Inc. and Jay Farrales' Reply in Support of Motion in Limine No.3 to Exclude Postmortem Photographs of Decedent at Trial

06/26/2015 **Reply in Support**
Defendants First Transit Inc. and Jay Farrales' Reply in Support of Motion in Limine No. 4 to Preclude Speculation by Lay Witnesses that First Aid Would Have Saved Decedent's Life

06/26/2015 **Notice of Rescheduling**
Notice of Rescheduling of Hearings

06/29/2015 **CANCELED Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Vacated

06/29/2015 **Order Setting Civil Jury Trial**
Third Order Re-Setting Civil Jury Trial and Calendar Call

06/29/2015 **Opposition to Motion**
Defendants' Opposition to Plaintiffs' Motion to Strike "Impermissible" Video on Order Shortening Time

06/29/2015 **Stipulation and Order for Dismissal Without Prejudice**
Stipulation and Order to Dismiss Plaintiffs' Claim for Funeral Expenses

06/30/2015 **CANCELED Motion for Summary Judgment** (9:30 AM) (Judicial Officer Miley, Stefany)
Vacated - Moot
Defendants First Transit, Inc. and Jay Farrales' Motion for Summary Judgment on Plaintiffs' Claims for Punitive Damages

06/30/2015 **Motion to Strike** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Passenger Transportation Expert, Carl Berkowitz, Ph.D.
Result: Motion Denied

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion in Limine No. 1 To Exclude any Discussion, Mention Reference, Comments Regarding the Retention of Ned Einstein
Result: Motion Denied

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion in Limine No. 3 To Exclude any Reference or Comments that Harvey was Incompetent to Ride the Bus and Exclude any Arguments Regarding Comparative Negligent
Result: Withdrawn

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion in Limine No. 4 To Exclude any Reference of Harvey Obtaining a Driver's License
Result: Motion Denied

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion in Limine No. 2 To Exclude any Reference or Comments that Carl Berkowitz Utilized Ned Einstein's Report
Result: Motion Denied

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs After the Close of Discovery
07/07/2015 Reset by Court to 06/30/2015
Result: Granted in Part

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 2 to Exclude Post-July 2011 Policy Documents and Any References or Testimony Related Thereto
07/07/2015 Reset by Court to 06/30/2015
Result: Granted in Part

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' First Transit, Inc., and Jay Farrales' Motion in Limine No. 3 To Exclude Postmortem Photographs of Decedent at Trial
07/07/2015 Reset by Court to 06/30/2015
Result: Deferred Ruling

06/30/2015 **Motion in Limine** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' First Transit, Inc., and Jay Farrales' Motion in Limine No. 4 To Preclude Speculation by Lay Witnesses That First Aid Would Have Saved Decedent's Life
07/07/2015 Reset by Court to 06/30/2015
Result: Granted in Part

06/30/2015 **CANCELED Motion for Sanctions** (9:30 AM) (Judicial Officer Miley, Stefany)
Vacated - Duplicate Entry
Defendants First Transit, Inc. and Jay Farrales' Motion for Sanctions, or in the Alternative, Motion to Dismiss for Failure to Timely Serve Pre-Trial Disclosures on Order Shortening Time
07/21/2015 Reset by Court to 06/30/2015

06/30/2015 **Motion to Strike** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion to Strike Impermissible Video on an Order Shortening Time
Result: Deferred Ruling

06/30/2015 **All Pending Motions** (9:30 AM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Decision Made

06/30/2015 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Dismiss Plaintiffs' Claim for Funeral Expenses

07/01/2015 **Motion to Continue Trial**
Plaintiffs' Motion to Vacate and Continue the Trial Date on an Order Shortening Time

07/02/2015 **Notice of Rescheduling**
Notice of Rescheduling of Hearing

07/02/2015 **Objection**
Defendants First Transit Inc. and Jay Farrales' Objections to Plaintiffs' Pre-Trial Disclosures Pursuant to NRCp 16.1 (a)(3)

07/06/2015 **Opposition to Motion**
Defendants' Limited Opposition to Plaintiffs' Motion to Vacate and Continue the Trial Date on an Order Shortening Time

07/07/2015 **Motion to Vacate Trial Date** (9:30 AM) (Judicial Officer Miley, Stefany)
Plaintiffs' Motion to Vacate and Continue the Trial Date on an Order Shortening Time
Parties Present
Minutes

08/11/2015 Reset by Court to 07/07/2015

Result: Motion Granted

07/09/2015 **Amended Order Setting Jury Trial**
Firm Order Re-Setting Civil Jury Trial and Calendar Call

07/13/2015 **CANCELED Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Vacated

07/31/2015 **Motion to Continue Trial**
Plaintiffs' Motion to Continue Trial

09/01/2015 **Amended Order Setting Jury Trial**
Amended Firm Order Re-Setting Civil Jury Trial and Calendar Call

09/04/2015 **Order**
Order Denying Defendants Motion to Strike Plaintiffs' Passenger Transportation Expert, Carl Berkowitz, PhD

09/04/2015 **Order**
Order Denying Plaintiffs Jack and Elaine Chernikoff's Motion in Limite No. 1 to Exclude any Discussion, Mention, Reference, Comments Regarding the Retnetion of Ned Einstein

09/04/2015 **Order**
Order Denying Plaintiffs Jack and Elain Chernikoff's Motion in Limine No. 2 to Exclude any Reference or Comments that Carl Berkowitz Utilized Ned Einstein's Report

09/04/2015 **Order**
Order Denying Plaintiffs Jack and Elaine Chernikoff's Motion in Limine No. 4 to Exclude any Reference of Decedent Obtaining a Drivers License

09/04/2015 **Order**
Order Deferring Ruling on Plaintiffs Jack and Elaine Chernikoff's Motion to Strike Impermissible Video on Order Shortening Time

09/04/2015 **Order**
Order Granting in Part and Denying in Part Defendants Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs after the Close of Discovery

09/04/2015 **Order**
Order Granting in Part and Denying in Part Defendants First Transit Inc and Jay Farrales Motion in Limine No. 2 to Exclude Post July 2011 Policy Documents and Any References or Testimony Related Thereto

09/04/2015 **Order**
Order on Defendants Motion in Lmine No. 3 to Exclude Postmortem Photographs of Decedent at Trial

09/04/2015 **Order**
Order Granting in Part and Denying in Part Defendant's First Transit Inc and Jay Farrales Motion in Limine No.4 to Preclude Speculation by Lay Witnesses that First Aid would haveSaved Decedents Life

09/04/2015 **Stipulation and Order**
Stipulation and Order to Withdraw Plaintiffs Motion in Limine No. 3 to Seek Exclusion of any Reference or Comments that the Decedent was Incompetent to Ride the Bus and any Arguments Regarding Comparative Negligence

09/08/2015 **Stipulation and Order**
Stipulation and Order to Reset Trial

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Granting in Part and Denying in Part Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No. 2 to Exclude Post-July 2011 Policy Document and Any Rederences or Testimony Related Thereto

09/08/2015 **Notice of Entry of Order**
Notice of Entry or Order Granting in Part and Denying in Part Defendant First Transit, Inc. and Jay Farrales' Motion in Limine No. 1 to Exclude Items Produced by Plaintiffs After the Close of Discovery

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order re: Defendants Motion in Limine No. 3 to Exclude Postmortem Photograph of Decedent at Trial

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Granting in Part and Denying in Part Defendants First Transit, Inc. and Jay Farrales' Motion in Limine No.4 to Preclude Speculation by Lay Witnesses that First Aid Would Have Saved Decendent's Life

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Denying Plaintiff Jack and Elaine Chernikoff's Motion in Limine No. 4 to Exclude any Reference of Decedent Obtaining a Drivers License

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Denying Plaintiffs Jack and Elaine Chernikoff's Motion in Limine No. 2 to Exclude any Reference of Comments that Carl Berkowitz Utilized Ned Einstein's Report

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Denying Plaintiffs Jack and Elaine Chernikoff's Motion in Limine No. 1 to Exclude any Discussion, Mention, Reference, Comments Regarding the Retention of NED Einstein

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Denying Defendants Motion to Strike Plaintiffs' Passenger Transportation Expert, Carl Berkowitz, PH. D

09/08/2015 **Notice of Entry of Order**
Notice of Entry of Order Deferring Ruling on Plaintiffs Jack and Elaine Chernikoff's Motion to Strike Impermissible Video on Order Shortening Time

09/08/2015 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Withdraw Plaintiffs Motion in Limine No.3 to Seek Exclusion of Any Reference or Comment that the Decedent was Incompetent to Ride the Bus and any Arguments Regarding Comparative Negligence

09/09/2015 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Reset Trial

09/22/2015 **CANCELED Motion to Continue Trial** (9:30 AM) (Judicial Officer Miley, Stefany)
Vacated - per Stipulation and Order
Plaintiffs' Motion to Continue Trial

02/02/2016 **CANCELED Calendar Call** (11:00 AM) (Judicial Officer Miley, Stefany)
Vacated

11/10/2015 Reset by Court to 02/02/2016

02/08/2016 **Notice**
Notice of Trial Subpoena

02/12/2016 **Notice**
Notice of Depositions on File with The Court

02/16/2016 **Trial Subpoena**
Trial Subpoena to Jennifer Jacobs

02/16/2016 **Trial Subpoena**
Trial Subpoena to Czarina Mendez

02/17/2016 **Jury Trial - FIRM** (1:00 PM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes

11/16/2015 *Reset by Court to 02/16/2016*
02/16/2016 *Reset by Court to 02/17/2016*
Result: Trial Continues
02/17/2016 **Brief**
Plaintiff's Bench Brief Regarding the Issue of Jury Selection
02/18/2016 **Jury Trial** (9:30 AM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/18/2016 **Brief**
Memorandum of Law RE: Objection to Evidence Mentioning Plaintiff's Non-Testifying Expert, Dr. Carl Berkowitz
02/18/2016 **Affidavit**
Affidavit of Service
02/18/2016 **Affidavit of Service**
Affidavit
02/18/2016 **Jury List**
02/19/2016 **Jury Trial** (9:30 AM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/22/2016 **Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/22/2016 **Brief**
Plaintiff's Bench Brief Regarding Exclusion of Irrelevant Information from Defendant's Proposed Exhibits C,D,E,F, H, I & J
02/22/2016 **Opposition**
Defendants First Transit, Inc., and Jay Farrales' Opposition to Plaintiffs' Memorandum of Law re: Objection to Evidence
02/22/2016 **Brief**
Plaintiffs' Bench Brief Regarding Exclusion Of Laidlaw Transit Services' Employee Handbook
02/23/2016 **Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/23/2016 **Brief**
Plaintiff's Bench Brief Regarding Common Carrier Jury Instruction
02/23/2016 **Brief**
Plaintiffs' Bench Brief Regarding Nevada Pattern Jury Instruction "4NG.45-Duty to Disabled, Infirm or Intoxicated Person, or Duty to a child"
02/24/2016 **Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/24/2016 **Brief**
Plaintiffs' Renewed Objection to Evidence Mentioning Plaintiffs' Non-Testifying Experts., Dr. Carl Berkowitz or Ned Einstein
02/25/2016 **Jury Trial** (9:30 AM) (Judicial Officer Miley, Stefany)
Parties Present
Minutes
Result: Trial Continues
02/25/2016 **Motion**
Defendants' Motion to Preclude Plaintiffs from Recalling Daniel Lingamfelter, D.O. as a Rebuttal Witness
02/25/2016 **Jury Instructions**
Plaintiffs' Proposed Jury Instructions with Citations
02/26/2016 **Jury Trial** (9:30 AM) (Judicial Officer Miley, Stefany)
02/26/2016, 02/29/2016
Parties Present
Minutes
Result: Trial Continues
02/26/2016 **Proposed Jury Instructions Not Used At Trial**
Plaintiff's Proposed Jury Instructions Not Used at Trial
02/29/2016 **Amended Jury List**
02/29/2016 **Verdict**
02/29/2016 **Jury Instructions**
03/01/2016 **CANCELED Jury Trial** (1:00 PM) (Judicial Officer Miley, Stefany)
Vacated
03/03/2016 **Request**
Request for Trial Transcript
03/08/2016 **Judgment Upon Jury Verdict**
Judgment Upon Jury Verdict
03/09/2016 **Notice of Entry of Judgment**
Notice of Entry or Order
03/15/2016 **Memorandum of Costs and Disbursements**
Defendant Jay Farrales' Memorandum of Costs and Disbursements
03/15/2016 **Motion for Costs**
Motion for Costs
03/15/2016 **Memorandum of Costs and Disbursements**
Plaintiffs' Memorandum of Costs and Disbursements

03/16/2016 **Notice of Association of Counsel**
Notice of Association of Counsel

03/21/2016 **Motion to Retax**
Defendants First Transit, Inc. and Jay Farrales' Motion to Retax Plaintiffs' Memorandum of Costs

03/23/2016 **Motion for New Trial**
Motion for New Trial (and Motion for Leave to Supplement)

03/23/2016 **Motion to Amend Judgment**
Defendants' Motion to Alter or Amend the Judgment

03/25/2016 **Bond**
Supersedeas Bond

03/29/2016 **Receipt of Copy**
Receipt of Copy

03/29/2016 **Motion**
Motion for Leave to Supplement Post-Trial Motions Upon Receipt of Trial Transcript (On Order Shortening Time)

03/31/2016 **Motion for Stay of Execution**
Motion for Stay (on Order Shortening Time)

03/31/2016 **Motion for Attorney Fees and Costs**
Defendant Jay Farrales' Motion for Costs and Attorney's Fees

04/01/2016 **Receipt of Copy**
Receipt of Copy

04/05/2016 **Motion for Leave** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' Motion for Leave to Supplement Post-Trial Motions Upon Receipt of Trial Transcript (On Order Shortening Time)
Result: Motion Granted

04/05/2016 **Motion For Stay** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' Motion for Stay (on Order Shortening Time)
Result: Motion Granted

04/05/2016 **All Pending Motions** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants' Motion for Leave to Supplement Post-Trial Motions Upon Receipt of Trial Transcript (On Order Shortening Time); Defendants' Motion for Stay (on Order Shortening Time)
Parties Present
Minutes
Result: Granted

04/08/2016 **Notice of Appeal**
Notice of Appeal

04/08/2016 **Case Appeal Statement**
Case Appeal Statement

04/11/2016 **Opposition**
Opposition to Motion to Alter or Amend Judgment

04/11/2016 **Opposition**
Opposition to Motion for New Trial; Request to Supplement Opposition When Transcripts are Complete

04/12/2016 **Memorandum of Costs and Disbursements**
Plaintiff's Amended Memorandum of Costs and Disbursements

04/12/2016 **Opposition to Motion**
Plaintiffs' Opposition to Defendant Jay Farrales' Motion for Costs and Attorneys Fees

04/12/2016 **Opposition to Motion**
Plaintiff's Opposition to Defendants Motion to Retax

04/18/2016 **Motion to Strike**
Defendants First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements, and for Sanctions

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 1 February 17, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 2 February 18, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 3 February 19, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 4 February 22, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 5 February 23, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 6 February 24, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 7 February 25, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 8 February 26, 2016

04/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Jury Trial - Day 9 February 29, 2016

04/21/2016 **Order Granting Motion**
Order Granting "Motion for Stay" and "Motion for Leave to Supplement Post-Trial Motions Upon Receipt of Trial Transcript"

04/22/2016 **Notice of Entry of Order**
Notice of Entry of "Order Granting 'Motion for Stay' and 'Motion for Leave to Supplement Post-Trial Motions Upon Receipt of Trial Transcript'"

05/05/2016 **Opposition**
Plaintiffs' Opposition to "Defendants' First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements, and for Sanctions"

05/19/2016 **Stipulation and Order**
Stipulation and Order Setting Briefing Schedule and Continuing Hearing Date on Post-Judgment Motions

05/19/2016 **Notice of Entry of Stipulation and Order**
Notice of Entry of "Stipulation and Order Setting Briefing Schedule and Continuing Hearing Date on Post-Judgment Motions"

05/23/2016 **Reply in Support**
Reply in Support of Defendants First Transit, Inc. and Jay Farrales' Motion to Retax Plaintiffs' Memorandum of Costs

05/23/2016 **Reply in Support**
Defendants First Transit, Inc. and Jay Farrales' Reply in Support of Defendants' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements

05/25/2016 **Reply in Support**

05/25/2016 Defendant Jay Farrales' Reply in Support of Motion for Costs and Attorneys Fees
Appendix
Appendix of Exhibits to: Supplemented Motion for New Trial

05/25/2016 **Supplemental**
Supplemented Motion for New Trial

05/25/2016 **Supplemental**
Defendants' Supplemented Motion to Alter or Amend the Judgment

06/07/2016 **Motion to Strike** (9:30 AM) (Judicial Officer Miley, Stefany)
06/07/2016, 08/02/2016
Defendants First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements, and for Sanctions
Minutes
07/12/2016 Reset by Court to 08/02/2016

06/29/2016 Result: Matter Continued
Notice of Rescheduling
Notice of Rescheduling of Hearing

07/05/2016 **Opposition to Motion**
Opposition to Motion for New Trial and Supplement Thereto

07/12/2016 **Stipulation and Order**
Stipulation and Order Extending Plaintiff's Time to File Supplemental Briefing

07/26/2016 **Reply in Support**
Reply Brief on Motion for New Trial

07/26/2016 **Reply in Support**
Reply Brief on Motion to Alter or Amend the Judgment

08/02/2016 **Motion to Retax** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants First Transit, Inc. and Jay Farrales' Motion to Retax Plaintiffs' Memorandum of Costs
05/31/2016 Reset by Court to 08/02/2016

08/02/2016 Result: Denied in Part
Motion for New Trial (9:30 AM) (Judicial Officer Miley, Stefany)
08/02/2016, 08/16/2016
Defendants' Motion for New Trial (and Motion for Leave to Supplement)
05/31/2016 Reset by Court to 08/02/2016

08/02/2016 Result: Matter Continued
Motion to Amend Judgment (9:30 AM) (Judicial Officer Miley, Stefany)
08/02/2016, 08/16/2016
Defendants' Motion to Alter or Amend the Judgment
05/31/2016 Reset by Court to 08/02/2016

08/02/2016 Result: Matter Continued
Motion for Attorney Fees and Costs (9:30 AM) (Judicial Officer Miley, Stefany)
08/02/2016, 08/16/2016
Defendant Jay Farrales' Motion for Costs and Attorney's Fees
06/07/2016 Reset by Court to 08/02/2016

08/02/2016 Result: Matter Continued
All Pending Motions (9:30 AM) (Judicial Officer Miley, Stefany)
Defendants First Transit, Inc. and Jay Farrales' Motion to Retax Plaintiffs' Memorandum of Costs; Defendants First Transit, Inc., and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements, and for Sanctions; Defendant Jay Farrales' Motion for Costs and Attorney's Fees; Defendants' Motion for New Trial (and Motion for Leave to Supplement); Defendants' Motion to Alter or Amend the Judgment
Parties Present
Minutes

08/15/2016 Result: Decision Made
Supplemental
Supplemental Opposition to Jay Farrales' Request for Attorney's Fees and Costs

08/16/2016 **All Pending Motions** (9:30 AM) (Judicial Officer Miley, Stefany)
Defendant Jay Farrales' Motion for Costs and Attorney's Fees; Defendants' Motion for New Trial (and Motion for Leave to Supplement); Defendants' Motion to Alter or Amend the Judgment
Parties Present
Minutes

09/13/2016 Result: Decision Made
Minute Order (7:10 AM) (Judicial Officer Miley, Stefany)
Minute Order Re: Defendant's Motion to Retax
Minutes

09/29/2016 Result: Decision Made
Request
Request for Transcript

10/21/2016 **Attorney Lien**
Notice of Attorney's Lien

11/08/2016 **Notice of Appearance**
Notice of Appearance

12/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Defendant's First Transit, Inc. and Jay Farrales' Motion to Strike Plaintiff's Passenger Transportation Expert, Carl Berkowitz, PH.D. June 30, 2015

12/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Defendant Jay Farraless Motion for Costs and Attorney's Fees...Defendants' Motion for New Trial (And Motion for Leave to Supplement)...Defendants' Motion to Alter or Amend the Judgment August 16, 2016

12/19/2016 **Recorders Transcript of Hearing**
Transcript of Proceedings: Defendants First Transit, Inc. and Jay Farrales' Motion to Retax Plaintiffs' Memorandum of Costs...Defendant Jay Farrales' Motion for Costs and Attorney's Fees...Defendant First Transit, Inc. and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements and for Sanctions August 2, 2016

03/24/2017 **Substitution of Attorney**
Substitution of Attorney

06/06/2017	Amended Judgment <i>Amended Judgment Upon the Jury Verdict</i>
06/06/2017	Order <i>Order Granting in Part and Denying in Part Defendants' Motion to Alter or Amend the Judgment</i>
06/06/2017	Order <i>Order Granting in Part and Denying in Part Defendants' Motion to Retax Plaintiffs' Costs; Order Denying Defendants First Transit, Inc. and Jay Farrales' Motion to Strike Plaintiffs' Amended Memorandum of Costs and Disbursements, and for Sanctions; Order Denying Defendant Jay Farrales' Motion for Fees and Costs</i>
06/06/2017	Order Denying Motion <i>Order Denying Defendants' Motion for New Trial</i>
06/07/2017	Notice of Entry of Order <i>Notice of Entry of Order</i>
06/07/2017	Notice of Entry of Order <i>Notice of Entry of Order</i>
06/07/2017	Notice of Entry of Order <i>Notice of Entry of Order</i>
06/07/2017	Notice of Entry of Judgment <i>Notice of Entry of Amended Judgment</i>
06/07/2017	Amended Notice of Appeal <i>Amended Notice of Appeal</i>
06/07/2017	Amended Case Appeal Statement <i>Amended Case Appeal Statement</i>
06/28/2017	Notice of Change of Address <i>Notice of Change of Address</i>

FINANCIAL INFORMATION

	Defendant Farrales, Jay			
	Total Financial Assessment			33.50
	Total Payments and Credits			33.50
	Balance Due as of 01/09/2018			0.00
06/27/2013	Transaction Assessment			30.00
06/27/2013	Efile Payment	Receipt # 2013-78346-CCCLK	Farrales, Jay	(30.00)
09/09/2015	Transaction Assessment			3.50
09/09/2015	Efile Payment	Receipt # 2015-94957-CCCLK	Farrales, Jay	(3.50)
	Defendant First Transist Inc			
	Total Financial Assessment			786.50
	Total Payments and Credits			786.50
	Balance Due as of 01/09/2018			0.00
06/27/2013	Transaction Assessment			226.50
06/27/2013	Efile Payment	Receipt # 2013-78344-CCCLK	First Transist Inc	(223.00)
06/27/2013	Efile Payment	Receipt # 2013-78347-CCCLK	First Transist Inc	(3.50)
06/27/2013	Transaction Assessment			3.50
06/27/2013	Efile Payment	Receipt # 2013-78350-CCCLK	First Transist Inc	(3.50)
06/27/2013	Transaction Assessment			3.50
06/27/2013	Efile Payment	Receipt # 2013-78352-CCCLK	First Transist Inc	(3.50)
10/11/2013	Transaction Assessment			3.50
10/11/2013	Efile Payment	Receipt # 2013-124461-CCCLK	First Transist Inc	(3.50)
10/11/2013	Transaction Assessment			3.50
10/11/2013	Efile Payment	Receipt # 2013-124463-CCCLK	First Transist Inc	(3.50)
11/20/2013	Transaction Assessment			3.50
11/20/2013	Efile Payment	Receipt # 2013-141084-CCCLK	First Transist Inc	(3.50)
11/21/2013	Transaction Assessment			3.50
11/21/2013	Efile Payment	Receipt # 2013-141164-CCCLK	First Transist Inc	(3.50)
01/08/2014	Transaction Assessment			3.50
01/08/2014	Efile Payment	Receipt # 2014-02215-CCCLK	First Transist Inc	(3.50)
01/16/2014	Transaction Assessment			3.50
01/16/2014	Efile Payment	Receipt # 2014-06583-CCCLK	First Transist Inc	(3.50)
01/24/2014	Transaction Assessment			3.50
01/24/2014	Efile Payment	Receipt # 2014-09967-CCCLK	First Transist Inc	(3.50)
01/24/2014	Transaction Assessment			3.50
01/24/2014	Efile Payment	Receipt # 2014-09969-CCCLK	First Transist Inc	(3.50)
02/20/2014	Transaction Assessment			3.50
02/20/2014	Efile Payment	Receipt # 2014-20615-CCCLK	First Transist Inc	(3.50)
02/21/2014	Transaction Assessment			3.50
02/21/2014	Efile Payment	Receipt # 2014-21199-CCCLK	First Transist Inc	(3.50)
03/31/2014	Transaction Assessment			3.50
03/31/2014	Efile Payment	Receipt # 2014-37800-CCCLK	First Transist Inc	(3.50)
03/31/2014	Transaction Assessment			3.50
03/31/2014	Efile Payment	Receipt # 2014-37803-CCCLK	First Transist Inc	(3.50)
04/04/2014	Transaction Assessment			3.50
04/04/2014	Efile Payment	Receipt # 2014-40352-CCCLK	First Transist Inc	(3.50)
06/30/2014	Transaction Assessment			3.50
06/30/2014	Efile Payment	Receipt # 2014-74982-CCCLK	First Transist Inc	(3.50)
08/05/2014	Transaction Assessment			3.50
08/05/2014	Efile Payment	Receipt # 2014-89518-CCCLK	First Transist Inc	(3.50)

09/04/2015	Efile Payment	Receipt # 2015-94120-CCCLK	First Transist Inc	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94143-CCCLK	First Transist Inc	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94145-CCCLK	First Transist Inc	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94147-CCCLK	First Transist Inc	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94170-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94547-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94597-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94601-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94604-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94606-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94609-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94613-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94618-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94620-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94622-CCCLK	First Transist Inc	(3.50)
09/08/2015	Transaction Assessment			3.50
09/08/2015	Efile Payment	Receipt # 2015-94665-CCCLK	First Transist Inc	(3.50)
02/08/2016	Transaction Assessment			3.50
02/08/2016	Efile Payment	Receipt # 2016-12521-CCCLK	First Transist Inc	(3.50)
02/12/2016	Transaction Assessment			3.50
02/12/2016	Efile Payment	Receipt # 2016-14666-CCCLK	First Transist Inc	(3.50)
02/22/2016	Transaction Assessment			3.50
02/22/2016	Efile Payment	Receipt # 2016-17757-CCCLK	First Transist Inc	(3.50)
03/17/2016	Transaction Assessment			3.50
03/17/2016	Efile Payment	Receipt # 2016-26947-CCCLK	First Transist Inc	(3.50)
03/24/2016	Transaction Assessment			3.50
03/24/2016	Efile Payment	Receipt # 2016-29542-CCCLK	First Transist Inc	(3.50)
03/24/2016	Transaction Assessment			3.50
03/24/2016	Efile Payment	Receipt # 2016-29544-CCCLK	First Transist Inc	(3.50)
03/29/2016	Transaction Assessment			3.50
03/29/2016	Efile Payment	Receipt # 2016-31206-CCCLK	First Transist Inc	(3.50)
03/29/2016	Transaction Assessment			3.50
03/29/2016	Efile Payment	Receipt # 2016-31227-CCCLK	First Transist Inc	(3.50)
03/31/2016	Transaction Assessment			3.50
03/31/2016	Efile Payment	Receipt # 2016-32092-CCCLK	First Transist Inc	(3.50)
04/01/2016	Transaction Assessment			3.50
04/01/2016	Efile Payment	Receipt # 2016-32390-CCCLK	First Transist Inc	(3.50)
04/09/2016	Transaction Assessment			27.50
04/09/2016	Efile Payment	Receipt # 2016-35085-CCCLK	First Transist Inc	(24.00)
04/09/2016	Efile Payment	Receipt # 2016-35086-CCCLK	First Transist Inc	(3.50)
04/09/2016	Transaction Assessment			3.50
04/09/2016	Efile Payment	Receipt # 2016-35089-CCCLK	First Transist Inc	(3.50)
04/21/2016	Transaction Assessment			3.50
04/21/2016	Efile Payment	Receipt # 2016-39075-CCCLK	First Transist Inc	(3.50)
04/22/2016	Transaction Assessment			3.50
04/22/2016	Efile Payment	Receipt # 2016-39454-CCCLK	First Transist Inc	(3.50)
05/19/2016	Transaction Assessment			3.50
05/19/2016	Efile Payment	Receipt # 2016-48486-CCCLK	First Transist Inc	(3.50)
05/19/2016	Transaction Assessment			3.50
05/19/2016	Efile Payment	Receipt # 2016-48646-CCCLK	First Transist Inc	(3.50)
05/26/2016	Transaction Assessment			3.50
05/26/2016	Efile Payment	Receipt # 2016-50971-CCCLK	First Transist Inc	(3.50)
05/26/2016	Transaction Assessment			3.50
05/26/2016	Efile Payment	Receipt # 2016-50983-CCCLK	First Transist Inc	(3.50)
05/26/2016	Transaction Assessment			3.50
05/26/2016	Efile Payment	Receipt # 2016-50985-CCCLK	First Transist Inc	(3.50)
07/26/2016	Transaction Assessment			3.50
07/26/2016	Efile Payment	Receipt # 2016-71809-CCCLK	First Transist Inc	(3.50)
07/26/2016	Transaction Assessment			3.50
07/26/2016	Efile Payment	Receipt # 2016-71811-CCCLK	First Transist Inc	(3.50)
09/29/2016	Transaction Assessment			3.50
09/29/2016	Efile Payment	Receipt # 2016-94763-CCCLK	First Transist Inc	(3.50)

Defendant Laidlaw Transit Services Inc	
Total Financial Assessment	30.00
Total Payments and Credits	30.00
Balance Due as of 01/09/2018	0.00

06/27/2013	Transaction Assessment			30.00
06/27/2013	Efile Payment	Receipt # 2013-78345-CCCLK	Laidlaw Transit Services Inc	(30.00)
Plaintiff Chernikoff, Elaine				
	Total Financial Assessment			30.00
	Total Payments and Credits			30.00
	Balance Due as of 01/09/2018			0.00
05/31/2013	Transaction Assessment			30.00
05/31/2013	Efile Payment	Receipt # 2013-66703-CCCLK	Chernikoff, Elaine	(30.00)
Plaintiff Chernikoff, Jack				
	Total Financial Assessment			537.00
	Total Payments and Credits			537.00
	Balance Due as of 01/09/2018			0.00
05/31/2013	Transaction Assessment			30.00
05/31/2013	Efile Payment	Receipt # 2013-66702-CCCLK	Chernikoff, Jack	(30.00)
04/04/2014	Transaction Assessment			3.50
04/04/2014	Efile Payment	Receipt # 2014-40350-CCCLK	Chernikoff, Jack	(3.50)
04/20/2015	Transaction Assessment			3.50
04/20/2015	Efile Payment	Receipt # 2015-41098-CCCLK	Chernikoff, Jack	(3.50)
06/23/2015	Transaction Assessment			3.50
06/23/2015	Efile Payment	Receipt # 2015-66059-CCCLK	Chernikoff, Jack	(3.50)
06/26/2015	Transaction Assessment			3.50
06/26/2015	Efile Payment	Receipt # 2015-67605-CCCLK	Chernikoff, Jack	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94133-CCCLK	Chernikoff, Jack	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94135-CCCLK	Chernikoff, Jack	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94137-CCCLK	Chernikoff, Jack	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94139-CCCLK	Chernikoff, Jack	(3.50)
09/04/2015	Transaction Assessment			3.50
09/04/2015	Efile Payment	Receipt # 2015-94141-CCCLK	Chernikoff, Jack	(3.50)
03/25/2016	Transaction Assessment			3.50
03/25/2016	Efile Payment	Receipt # 2016-30255-CCCLK	Chernikoff, Jack	(3.50)
11/08/2016	Transaction Assessment			3.50
11/08/2016	Efile Payment	Receipt # 2016-109064-CCCLK	Chernikoff, Jack	(3.50)
06/06/2017	Transaction Assessment			3.50
06/06/2017	Efile Payment	Receipt # 2017-48471-CCCLK	Chernikoff, Jack	(3.50)
06/06/2017	Transaction Assessment			3.50
06/06/2017	Efile Payment	Receipt # 2017-48540-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48574-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48575-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48673-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48718-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48720-CCCLK	Chernikoff, Jack	(3.50)
06/07/2017	Transaction Assessment			3.50
06/07/2017	Efile Payment	Receipt # 2017-48722-CCCLK	Chernikoff, Jack	(3.50)
12/11/2017	Transaction Assessment			440.50
12/11/2017	Payment (Phone)	Receipt # 2017-93185-CCCLK	Marquis Aurbach Coffing	(440.50)
Plaintiff Estate of Harvey Chernikoff				
	Total Financial Assessment			280.50
	Total Payments and Credits			280.50
	Balance Due as of 01/09/2018			0.00
05/31/2013	Transaction Assessment			270.00
05/31/2013	Efile Payment	Receipt # 2013-66701-CCCLK	Estate of Harvey Chernikoff	(270.00)
01/08/2014	Transaction Assessment			3.50
01/08/2014	Efile Payment	Receipt # 2014-02219-CCCLK	Estate of Harvey Chernikoff	(3.50)
01/16/2014	Transaction Assessment			3.50
01/16/2014	Efile Payment	Receipt # 2014-06579-CCCLK	Estate of Harvey Chernikoff	(3.50)
06/17/2015	Transaction Assessment			3.50
06/17/2015	Efile Payment	Receipt # 2015-63277-CCCLK	Estate of Harvey Chernikoff	(3.50)

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENTS' APPENDIX, VOLUME 5**, was filed electronically with the Nevada Supreme Court on the 21st day of February, 2018. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

Joel D. Henriod, Esq.
Daniel F. Polsenberg, Esq.
LeAnn Sanders, Esq.
Benjamin P. Cloward, Esq.

I further certify that I served an electronic copy of this document on disk by mailing a true and correct copy thereof, postage prepaid, addressed to:

Charles H. Allen, Esq.
Charles Allen Law Firm
950 E. Paces Ferry Road
NE Suite 1625
Atlanta, Georgia 30326

/s/ Leah Dell
Leah Dell, an employee of
Marquis Aurbach Coffing

What Are the Defense Excuses?

Are the Defense Excuses?

Excuse #1 Page 70 (choking
position in the employee handbook
does not apply here in Las Vegas

Excuse #2 Driver could not see
Harvey choking

Excuse #3 Harvey didn't actually
choke - he had a heart attack

How are the Defense Excuses?

Excuse #4 It was Harvey's fault for
getting on the bus

Excuse #5 It was his parents fault
for not having a PCA for Harvey

Excuse #6 It was his parents fault
for letting him eat on the bus

Use the Defense Excuses?

Page 70 (choking
on the employee handbook
not apply here in Las Vegas

First Transit



Excuse # 1
Page 70 (choking
training) of the
employee handbook
does not apply here
in Las Vegas

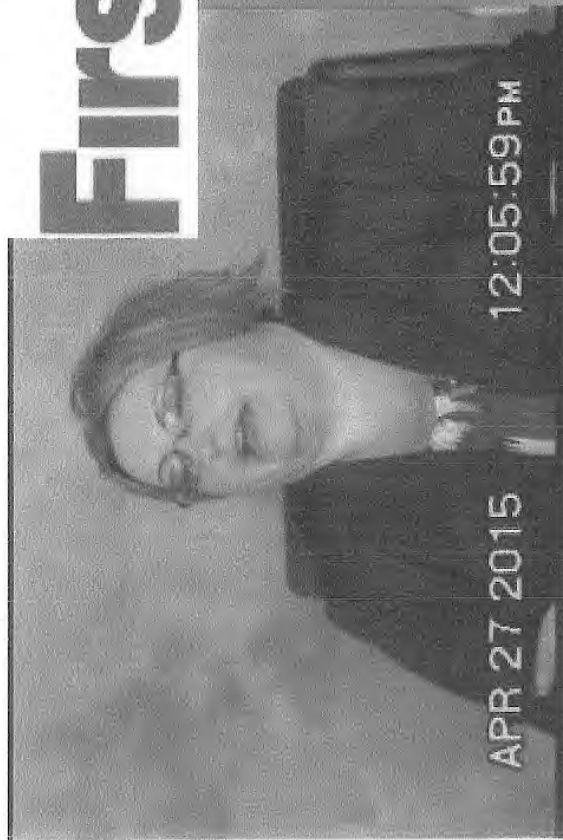
EMPLOYEE HANDBOOK
PAGE 70
FIRST AID
CHOKING

How to treat choking

How to do abdominal thrusts
(Heimlich Manuever)

Call 911

Start CPR
PAGE 70



EMPLOYEE HANDBOOK PAGE 70



Start CPR
PAGE 70



Excuse #1

"Claimed" that
Page 70 of the
Employee
Handbook
Doesn't Apply
to Las Vegas



APR 27 2015

12:05:59 PM

"Claimed" that
employees are
told page 70
does not apply
in Las Vegas

Excuse #1



APR 27 2015

12:05:59PM

First Transit

EMPLOYEE HANDBOOK
PAGE 70



Start CPR
PAGE 70



First Transit

From the desk of Brad Thomas, President

I saw your shop profiled on CNN this morning. I admire your mission to create beautiful art out of what would otherwise become trash. However, I must take exception to one item that I saw in the TV piece: typewriter key jewelry. You may not be aware that the majority of typewriters being put up for jewelry are perfectly good. Far from unrepairable, most simply need a good cleaning or an easily replaced gasket. Out of ignorance on the key-enthusiast's part, some of the destroyed typewriters are scarce and highly valuable on the collectors' market.

Conversely, it has become more profitable to dump 98% of a typewriter in the trash than to sell it as a complete, working unit to someone who would actually use it. Imagine the tons of de-capped typewriters sitting in landfills that could have been used by some student or collector or nostalgic writer. Selling typewriter key jewelry seems to be in contradiction to your Web site's statement: "Along the way, we hope to make some impact on the amount of useful material buried in our landfills."

Brad Thomas, President

recent years there has been a resurgence of typewriter interest.



First Transit

FIRST TRANSIT EMPLOYEE HANDBOOK Notices and Limitations

No person is authorized to make oral exceptions to this Handbook and written exceptions are permitted only when signed by the President of First Transit

NO PERSON AUTHORIZED TO MAKE
ORAL CHANGES TO THE CONTRACT

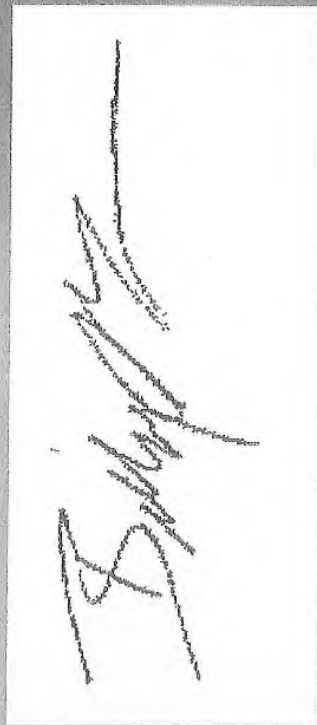
WRITTEN EXEPTIONS ONLY WHEN
SIGNED BY THE PRESIDENT OF
FIRST TRANSIT

Brad Thomas, President

A handwritten signature in black ink, appearing to read "Brad Thomas", is written over a white rectangular background. The signature is stylized with a large initial "B" and a long horizontal stroke at the end.

First Transit

Brad Thomas, President



EMPLOYEE HANDBOOK

PAGE 70

FIRST AID

CHOKING

How to treat choking

How to do abdominal thrusts
(Heimlich Manuever)

Call 911

Start CPR
PAGE 70

NEVER SAID PG. 70
DOES NOT APPLY
TO LAS VEGAS

Admitted There's
NO letter, memo,
email, fax, or
anything from
Brad Johnson
disregarding pg. 70

Excuse #1

APR 27 2015

12:05:59PM

Admitted he
was never told
by anyone that
Pg. 70 did not
apply



Excuse #1

First Transit

Employees told
page 70 does
not apply in
Las Vegas

Excuse #1



APR 27 2015

12:05:59 PM



Use the Defense Excuses?

~~First Transit does not
allow drivers to know
First Aid/Definlich~~

Multiple Defense Excuses?

Driver #2 Driver could not see
driver choking

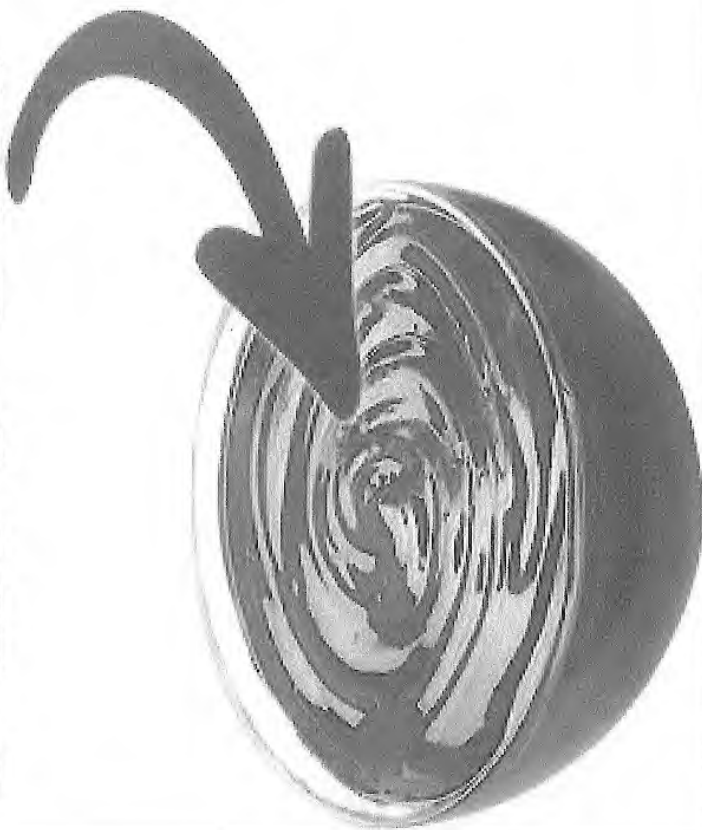
Excuse #2 Driver could not see
Harvey choking

Clip 6

8:03:30-8:03:49



The Proof



Can you find any Defense Excuses?

Driver could not see
choking

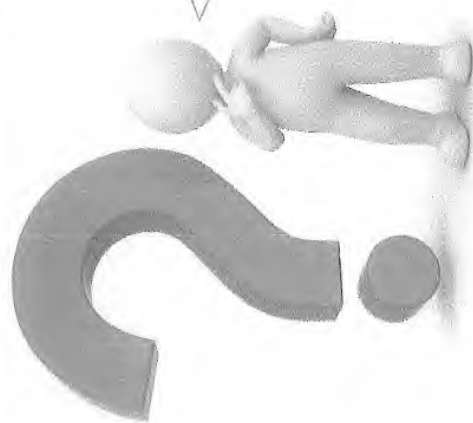
What are the Defense Excuses?

Excuse #3 Harvey didn't actually choke - he had a heart attack

What are the Defense Excuses?

Excuse #3 Harvey didn't actually choke - he had a heart attack

Defense Expert Witness



Harvey had a
heart attack
rather than
choking

Dr. Macquarrie

Defense Expert Witness



Smart Attack v. Choking

...sitting right next to Harvey

Food "emanating from his mouth"

...piece of sandwich removed from his mouth by coroner

Coroner ruled it death by choking

- Death certificate says choking

Are the Defense Excuses?

~~Excuse #3 Harvey didn't actually
choke he had a heart attack~~

Are the Defense Excuses?

It was Harvey's fault for
being on the bus

on Helmed Harvey violate the
opening his water bottle

Video Clip 7

7:05:38



Admitted that
by having the
driver open his
water bottle,
Harvey may
have thought it
was okay to eat



APR 27 2015

12:05:59PM

Are the Defense Excuses?

It was Harvey's fault for
being on the bus

Are the Defense Excuses?

Case #5 It was his parents fault
for having a PCA for Harvey

7 = Personal Care Attendant

Mr. Josephine had a Personal Care Attendant (Joseph) who lived with Harvey

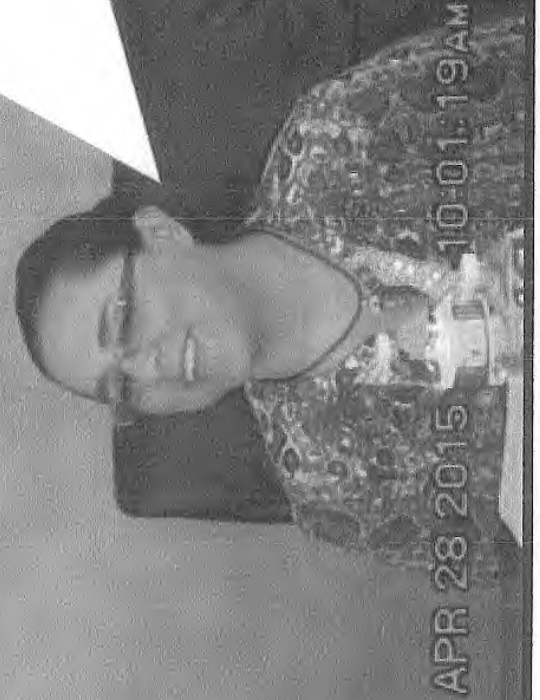
Joseph would take Harvey to things that were "non-routine"

Per the RTC Screener, Mrs. Czarina Mendez a PCA was not required for Harvey



RTC
OF SOUTHERN NEVADA

Harvey
was not
required to
have a
PCA





RTC

OF SOUTHERN NEVADA

When Harvey
wanted to travel
somewhere
besides work to
home she
allowed a PCA





RTC

OF SOUTHERN NEVADA

BUT AGAIN...

Harvey was
not required to
have a PCA



For the Defense Excuses?

~~...it was his parents fault
...having a PCA for Harvey~~

on the Defense Excuses?

Excuse #6 It was his parents fault
for letting him eat on the bus

Decisions made by Jack & Elaine

Did not allow Harvey to ride the
buses in town

They did not allow Harvey to ride taxis
or call services

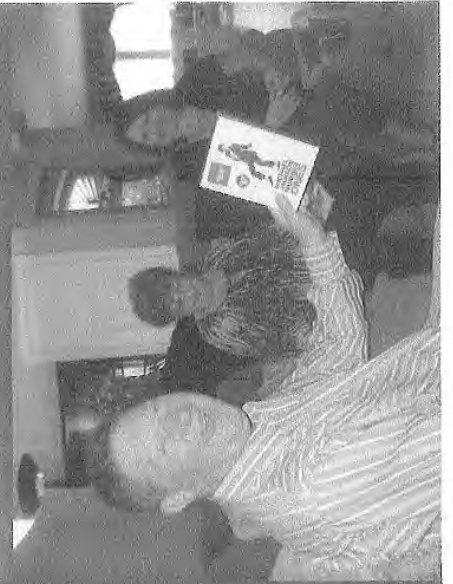
They heard about the special
paratransit bus service offered through
the RTC from Harvey's work

They had Harvey evaluated by the RTC
to make sure it was safe for him to ride
the paratransit buses run by First
Transit

Excuse #6 It was his parents fault
for letting him eat on the bus



First  **Transit**



Harvey's Life

Harvey's Life



0007-00005

Harvey's Life



Harvey's Life



0007-00013



Transition Services, Inc.





Transition Services, Inc.

Mission:

ISI provides meaningful work for people with developmental disabilities.

Final Reminder

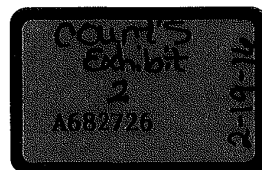
Please Keep an Open Mind Until
the Very End

COURT’S TRIAL EXHIBIT 2

Darrell Shakespeare

Juror #8

If the driver could not see Harvey eating, how could the defendant state Harvey was sleeping? Assuming he saw him with the same mirrors.



COURT'S TRIAL EXHIBIT 3

Would you please state again

what one would do if a

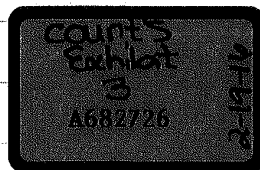
person is unconscious, not

breathing, but there is a

pulse?

Denise Hendricks

March 4



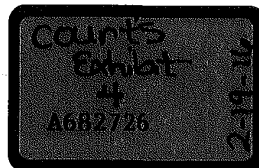
COURT’S TRIAL EXHIBIT 4

Juror #

8

Darrell Stakejor

~~Was~~
Did the medical examiner
take fluids from the body
that may have shown
enzymes for a heart
attack?



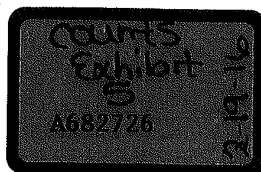
COURT'S TRIAL EXHIBIT 5

Darrell Stalkeppert

Juror

8

Would an internal
autopsy have been able
to give these levels or
the definitive answer?



COURT'S TRIAL EXHIBIT 6

Chernikoff v. First Transit, Inc. and Jay Farrales



How the Paratransit works...

Paratransit is part of the public bus system that must comply with provisions of the Americans with Disabilities Act (ADA) by providing transportation options for disabled passengers.

RTC contracted with
First Transit to provide
paratransit services in
Las Vegas.

RTC determined
passenger eligibility
thru interview process.
RTC informed First
Transit of eligibility &
one letter code
identifying disability.

Passengers scheduled
trips thru RTC. First
Transit operated and
maintained the buses,
and hired and trained
the drivers.

WHAT DOES THE VIDEO SHOW?

7:57:42 – 7:59:28	Harvey eats a sandwich
7:59:36	Harvey puts his lunchbox aside
7:59:58 – 8:00:29	Jay helps other passenger off of the bus
8:00:30	Harvey starts to lean towards center aisle
8:00:38	Jay gets back on the bus
8:01:11	Harvey is slumped over into aisle
8:01:15	Jay resumes operation of the bus

CHOKING SIGNS AND SYMPTOMS

- Gagging
- Attempts to cough/
weak coughing
- Clutching the throat
- Shifting/unusual
movements



No Signs of Choking

1. No gagging or coughing
2. No clutching the throat
3. No movements to indicate a problem
4. No visible food in the area

First Aid Training Was Not Required

- Not required by federal regulations
- Not required by Nevada regulations
- Not required by Clark County regulations
- Not required by ADA
- Not required by contract between RTC & First Transit
- Not required by CBA
- Not taught in Las Vegas market

What do the experts say?

Would the Heimlich Maneuver or CPR have saved Harvey's life?

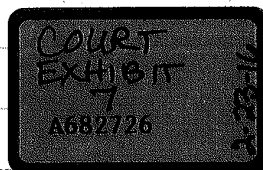
- 1) The Heimlich Maneuver
 - No evidence of choking.
 - Not the right treatment for an unconscious person.
 - Would not have expelled the sandwich from Harvey's airway.
- 2) CPR
 - Jay would not have been able to identify or remove sandwich lodged in Harvey's airway.
 - CPR would have been insufficient to save Harvey while awaiting CCFD.
- 3) Other possible causes of death
 - No autopsy – external examination only
 - Without autopsy, impossible to rule out other causes of death
 - Death more consistent with heart attack

COURT'S TRIAL EXHIBIT 7

~~Is the view from of the inside
of the bus by mirrors~~

Does the view of the inside of the
bus by mirrors show the same
perspective as we saw from
the camera?

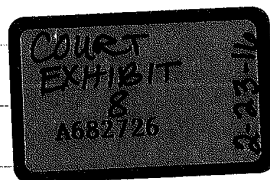
Denise G. Smith 4



COURT’S TRIAL EXHIBIT 8

what can the driver see from
the mirror(s) for the inside of
the bus? example: riders
from the shoulders up? entire
person/rider?

Denise Klein 4



COURT'S TRIAL EXHIBIT 9

Is there just one mirror for
viewing the inside of the bus?

Denise funds 4



COURT'S TRIAL EXHIBIT 10

Juror 8

Darrell Shakespeare

Would you expect a
person ~~or~~ having mild
retardation to remember
any of the rules sent
home in your packet?



COURT'S TRIAL EXHIBIT 11

Juror

8

Darrell Stukegar

Was the body
bag sealed?



COURT'S TRIAL EXHIBIT 12

Would the food have
slipped into +nackea
after death ?

Denise Heads 4



COURT'S TRIAL EXHIBIT 13

Dr. MacQuarrie in
your opinion do you
feel that the food caused
harvey to have ~~the~~ A
~~has~~ Heart Attack?

Latesha Brown

J. 10



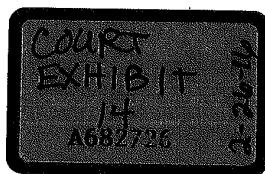
COURT'S TRIAL EXHIBIT 14

Juror 8

Darrell Shalcepear

Q In your opinion.

Is it the drivers
responsibility to enforce
the rules and drive, or
to just drive and let
the passengers govern
themselves?



COURT'S TRIAL EXHIBIT 15

Juror 8

Darren Stalcooper

You stated on Friday that:
"there is a difference
between a policy and a
guide line."

- What is the difference?

~~Does the importance of the
difference differ with the
amount of training?~~



COURT'S TRIAL EXHIBIT 16

when ^{were} ~~was~~ the
depositions taken?
dates ~~at~~ and years

Denise kinds - 4



COURT'S TRIAL EXHIBIT 17

DEXTER LAYOLA

JUROR # 3

ARE THERE FIRST AID KITS

LOCATED INSIDE FIRST TRANSIT
BUSES?



COURT'S TRIAL EXHIBIT 18

What ~~cop~~ corporate official
signed contract document w/RTC
for 1st Transit?

Danesh-Khinds 4



COURT'S TRIAL EXHIBIT 19

La fasha
Brown

JUROR 10

Jay Helped Harvey

DRINK WATER ON THE BUS

Its that against the
Rules?



COURT'S TRIAL EXHIBIT 20

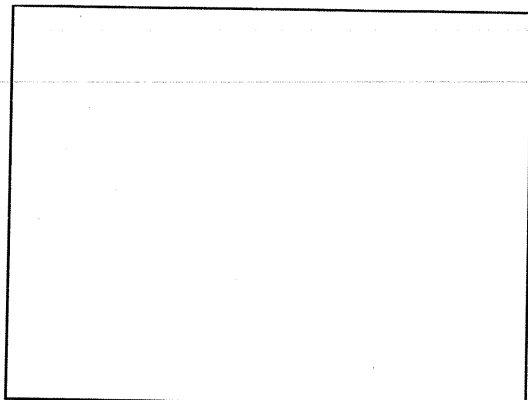
INSTRUCTION NO. _____

The jury is instructed that the law requires a common carrier of passengers to exercise the highest practicable degree of care that the human judgment and foresight are capable of, to make its passenger's journey safe. Whoever engages in the business of a common carrier impliedly promises that its passengers shall have this degree of care. Failure to do this is negligence.

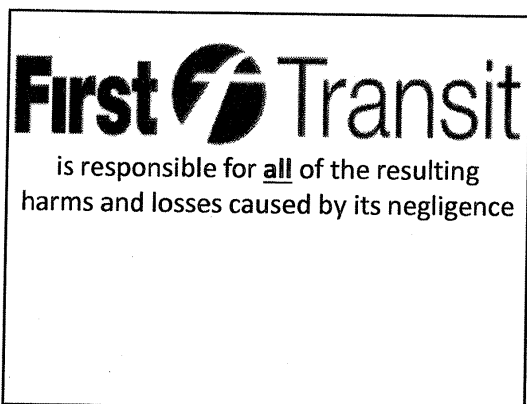
See Sherman v. Southern Pac. Co., 111 P.416 (Nev. 1910); see also Forrester v. Southern Pac. Co., 134 P.753 (Nev. 1913).



COURT'S TRIAL EXHIBIT 21



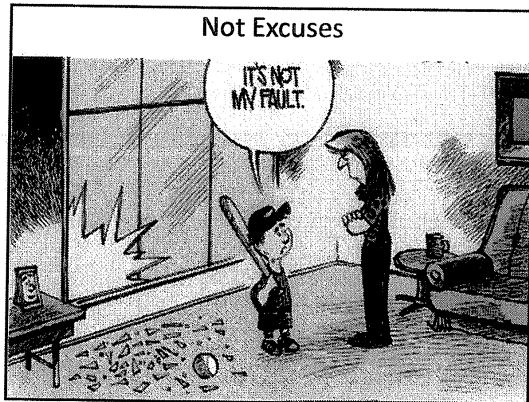
A corporate defendant is responsible for all of the resulting harms and losses caused by its negligence



Responsibility



Not Excuses



~~Six Defense Excuses~~
Eight Defense Excuses

Remember when . . .

Excuse #1 Page 70 (choking training) of the employee handbook does not apply here in Las Vegas

Excuse #2 Driver could not see Harvey choking

Excuse #3 Harvey didn't actually choke – he had a heart attack

Excuse #4 It was Harvey's fault for eating on the bus

Excuse #5 It was his parents fault for not having a PCA for Harvey

Excuse #6 It was his parents fault for letting him eat on the bus

Excuse # 7 Even if pages 68, 69 & 70 were followed, it would not have mattered


Excuse # 8 The CBA, the ADA, the Fed. Regs., NRS, the RTC are all to blame because none of them told First Transit it actually had to follow its own policies and employee handbook

If it is Important, you will find a way.

If not, you'll find an excuse.

Excuse # 8 The CBA, the ADA, the Fed. Regs., NRS, the RTC are all to blame because none of them told First Transit it actually had to follow its own policies and employee handbook





**LOCAL 631
TEAMSTERS**

1975

**THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

LOCAL UNION NO. 631

**LABOR AGREEMENT
BETWEEN
FIRST TRANSIT, INC.
And
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION NO. 631**

**Effective:
November 22, 2010 Through November 22, 2015**

LOCAL 631 TEAMSTERS		
PREAMBLE:		5
ARTICLE 1 - INTENT AND PURPOSES		6
ARTICLE 2 - AFFIRMATIVE ACTION/NO DISCRIMINATION		7
ARTICLE 3 - MANAGEMENT RIGHTS		9
ARTICLE 4 - GENERAL SAVINGS CLAUSE		9
ARTICLE 5 - SAFETY AND HEALTH		10
ARTICLE 6 - BREAKS AND LUNCHES		11
ARTICLE 7 - NO STRIKES OR LOCKOUT		12
ARTICLE 8 - BULLETIN BOARD/DOCK DISSES		12
ARTICLE 9 - PROBATIONARY PERIOD		13
ARTICLE 10 - HOLIDAYS		15
ARTICLE 11 - VACATIONS		16
ARTICLE 12 - PERSONAL TIME OFF		17
ARTICLE 13 - FUNERAL LEAVE		18
ARTICLE 14 - COURT DUTY		19
ARTICLE 15 - FAMILY AND MEDICAL LEAVE		20

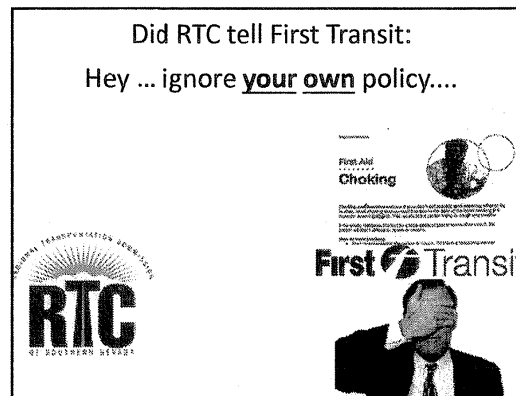
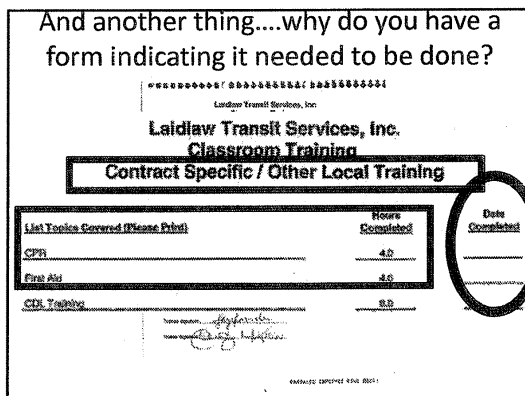
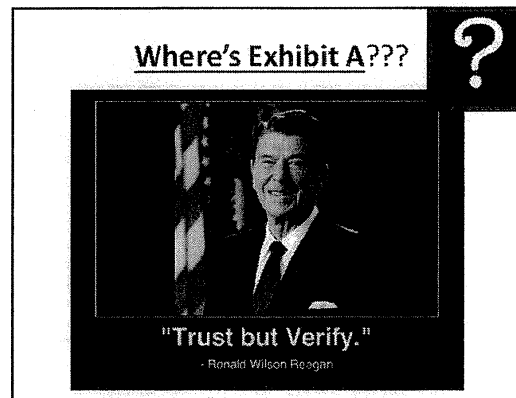
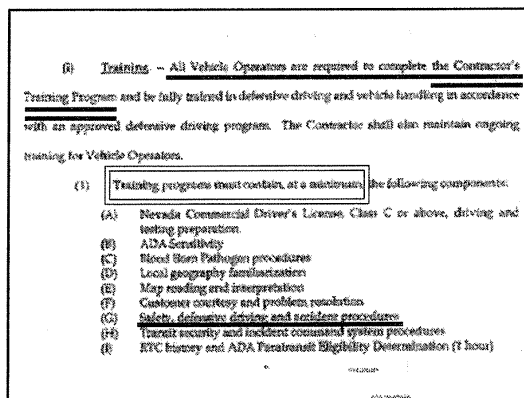
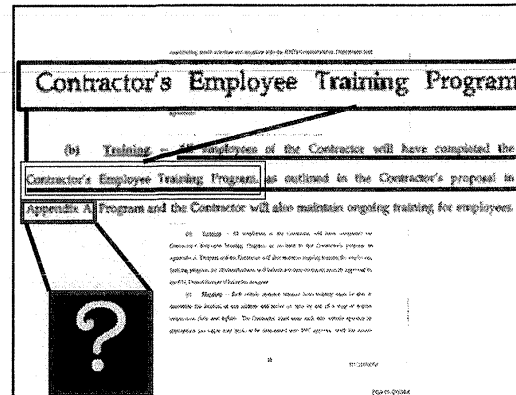
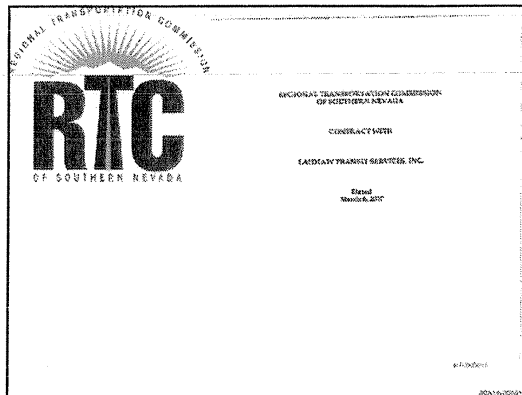
CC-0 0000

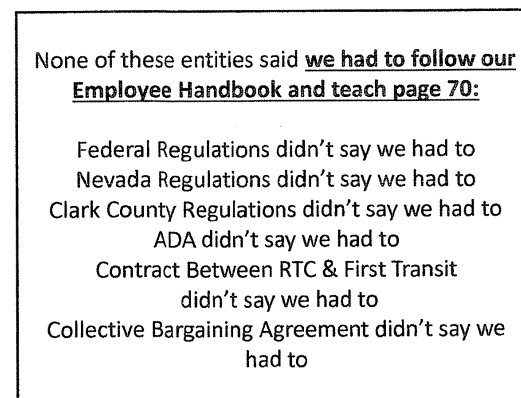
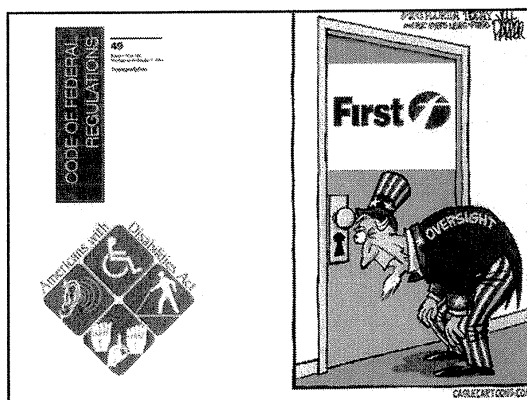
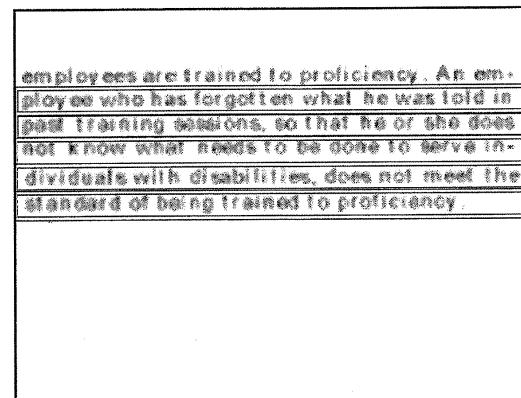
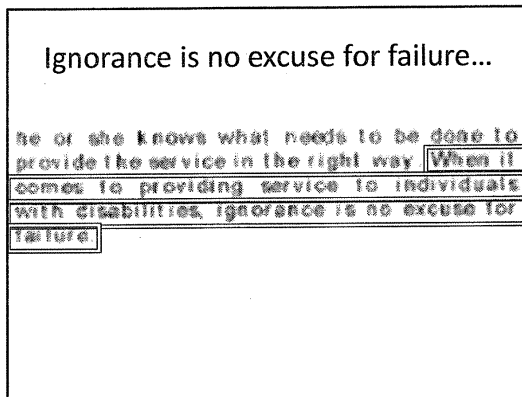
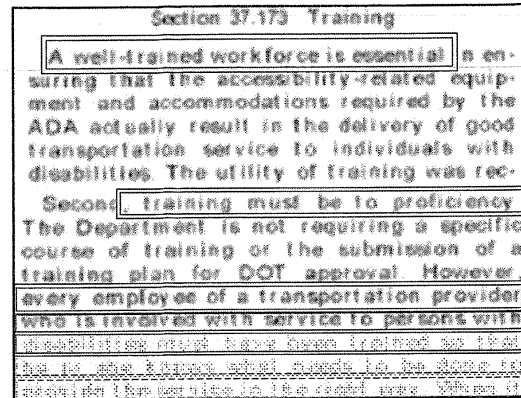
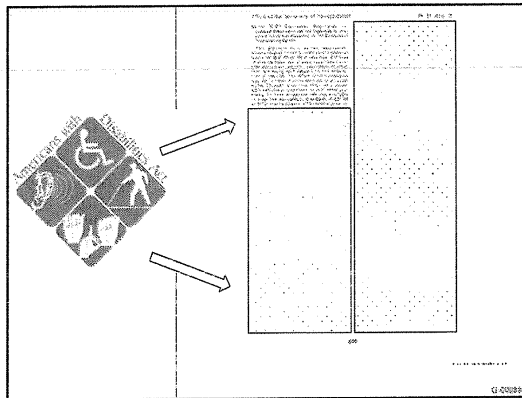
	ARTICLE 16 - LEAVE OR ABSENCE	21
	ARTICLE 17 - UNION RECOGNITION	25
	ARTICLE 18 - UNION REPRESENTATION	29
	ARTICLE 19 - GRIEVANCE AND MEDIATION/ARBITRATION PROCEDURE	24
	ARTICLE 20 - BARTENDER'S PRIVILEGES	26
	ARTICLE 21 - UNIFORMS, WORKWEAR/TOOLS AND OTHER EQUIPMENT	30
	ARTICLE 22 - DISCIPLINE, DISCHARGE AND INVESTIGATIONS	38
	ARTICLE 23 - WAGES	42
	ARTICLE 24 - WORK DAY, WORK WEEK	43
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ARTICLE 34 - TERMS OF THE AGREEMENT	56	
APPENDIX A	58	

LOCAL 631/ST

[illegible][illegible]

Did the Union (CBA) tell First Transit:
Hey ... ignore your own policy....





IN THE SUPREME COURT OF THE STATE OF NEVADA

FIRST TRANSIT, INC.; and JAY
FARRALES,

Appellants,

vs.

JACK CHERNIKOFF; and ELAINE
CHERNIKOFF,

Respondents.

Case No.: 70164

Electronically Filed
Feb 22 2018 11:41 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal from the Eighth Judicial District
Court, the Honorable Stefany Miley
Presiding

RESPONDENTS' APPENDIX
(Volume 5, Bates Nos. 835–1066)

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Attorneys for Respondents, Jack Chernikoff and Elaine Chernikoff

INDEX TO RESPONDENTS' APPENDIX

DOCUMENT DESCRIPTION		LOCATION
Motion to Dismiss the Estate of Harvey Chernikoff (filed 02/20/14)		Volume 1, Bates Nos. 1–9
Exhibits to Motion to Dismiss the Estate of Harvey Chernikoff		
Exhibit No.	Document Description	
A	Complaint (filed 05/31/13)	Volume 1, Bates Nos. 2–24
B	Defendants First Transit, Inc., Laidlaw Transit Services, Inc., d/b/a First Transit and Jay Farrales' Answer to Plaintiffs' Complaint (filed 06/27/13)	Volume 1, Bates Nos. 25–35
C	Plaintiff Jack Chernikoff, as Personal Representative of the Estate of Harvey Chernikoff Responses to Defendants' First Set of Request for Production of Documents (dated 09/24/13)	Volume 1, Bates Nos. 36–50
D	October 2, 2013 Letter from LeAnn Sanders to Ben Cloward Regarding Discovery Responses	Volume 1, Bates Nos. 51–54
E	November 14, 2013 Response Letter from Ben Cloward to LeAnn Sanders	Volume 1, Bates Nos. 55–57
F	January 7, 2014 Letter from LeAnn Sanders to Ben Cloward Regarding Dismissal of Claims	Volume 1, Bates Nos. 58–60
G	January 16, 2014 Letter from Ben Cloward to LeAnn Sanders with Letters of Special Administration	Volume 1, Bates Nos. 61–65
Notice of Entry of Stipulation and Order Dismissing the Estate of Harvey Chernikoff with Order (filed 04/04/14)		Volume 1, Bates Nos. 66–72

DOCUMENT DESCRIPTION		LOCATION
Plaintiffs' Renewed Objection to Evidence Mentioning Plaintiffs' Non-Testifying Experts, Dr. Carl Berkowitz or Ned Einstein (filed 02/24/16)		Volume 1, Bates Nos. 73–81
Exhibits to Plaintiffs' Renewed Objection to Evidence Mentioning Plaintiff's Non-Testifying Experts, Dr. Carl Berkowitz or Ned Einstein		
Exhibit No.	Document Description	
1	Defendants Jay Farrales and First Transit, Inc.'s Initial Expert Witness Disclosure Statement (filed 06/27/14)	Volume 1, Bates Nos. 82–111
2	Defendants Jay Farrales and First Transit, Inc.'s Rebuttal Expert Witness Disclosure Statement (served 07/28/14)	Volume 1, Bates Nos. 112–126
3	Defendants Jay Farrales and First Transit, Inc.'s Rebuttal Expert Witness Disclosure Statement (served 07/28/14)	Volume 1, Bates Nos. 127–141
Clerk's Exhibit List		Volume 1, Bates Nos. 142–152
Joint Trial Exhibits		
Exhibit No.	Document Description	
A1	Operator Incident Report	Volume 1, Bates Nos. 153–154
A3	Records from Clark County Coroner	Volume 1, Bates Nos. 155–176
A5	Records from Clark County Fire Department	Volume 1, Bates Nos. 177–180
A6	RTC Paratransit Guide	Volume 1, Bates Nos. 181–193

DOCUMENT DESCRIPTION		LOCATION
Joint Trial Exhibits (cont.)		
Exhibit No.	Document Description	
A7	First Transit Las Vegas Operator Training Requirements	Volume 1, Bates Nos. 194–197
A8	First Transit Las Vegas Operator Minimum Training Requirements	Volume 1, Bates Nos. 198–199
A9	First Transit Las Vegas Operator Collective Bargaining Agreement	Volume 1, Bates Nos. 200–250
A10	Jay Farrales’ Personnel File	Volume 2, Bates Nos. 251–383
A11	Jay Farrales’ Medical Examination Reports for Commercial Driver Fitness Determination	Volume 2, Bates Nos. 384–393
A12	Jay Farrales’ Application for Employment with Laidlaw	Volume 2, Bates Nos. 394–410
A13	Supplement to Jay Farrales’ Personnel File	Volume 2, Bates Nos. 411–445
A14	Documentation Regarding Jay Farrales’ Safety Classes and Tests	Volume 3, Bates Nos. 446–556
A15	Driver Manifest for Bus 1790 on July 29, 2011	Volume 3, Bates Nos. 557–562
A16	Contract Between RTC of Southern Nevada and Laidlaw Transit Services Inc. (dated 02/08/07)	Volume 3, Bates Nos. 563–683
A18	Photograph of Signage on Bus	Volume 3, Bates Nos. 684–686
A19	Bus Inspection Photos (00004) and (00026)	Volume 3, Bates Nos. 687–691

DOCUMENT DESCRIPTION		LOCATION
Plaintiffs' Trial Exhibits		
Exhibit No.	Document Description	
2	2010 First Transit Employee Handbook	Volume 4, Bates Nos. 692–773
3	Page 00009 Only of LVMPD's Incident Report: Voluntary Statement	Volume 4, Bates Nos. 774–776
7	14 Color Photographs of Harvey Chernikoff's Life	Volume 4, Bates Nos. 777–792
9	Page 00051 Only from Jay Farrales' Personnel File	Volume 4, Bates Nos. 793–795
13	Photos of Decedent	Volume 4, Bates Nos. 796–801
Defendants' Trial Exhibit		
Exhibit No.	Document Description	
F	Excerpted Pages from Harvey Chernikoff's Medical Records from Gautham Reddy M.D. (admitted 02/24/16) F00011–F0014; F00015–F00020; F00025–F00027; F00044–F00045; and F00081	Volume 4, Bates Nos. 802–834
Court's Trial Exhibit		
Exhibit No.	Document Description	
1	Plaintiffs' Power Point Presentation	Volume 5, Bates Nos. 835–949
2	Juror Question from Juror #8 (not asked)	Volume 5, Bates Nos. 950–951
3	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 952–953

DOCUMENT DESCRIPTION		LOCATION
Court's Trial Exhibit (cont.)		
Exhibit No.	Document Description	
4	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 954–955
5	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 956–957
6	Defendants' Power Point Presentation	Volume 5, Bates Nos. 958–966
7	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 967–968
8	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 969–970
9	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 971–972
10	Juror Question from Juror #8 (not asked)	Volume 5, Bates Nos. 973–974
11	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 975–976
12	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 977–978
13	Juror Question from Juror #10 (asked and answered)	Volume 5, Bates Nos. 979–980
14	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 981–982
15	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 983–984
16	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 985–986

DOCUMENT DESCRIPTION		LOCATION
Court's Trial Exhibit (cont.)		
Exhibit No.	Document Description	
17	Juror Question from Juror #3 (asked and answered)	Volume 5, Bates Nos. 987–988
18	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 989–990
19	Juror Question from Juror #10 (asked and answered)	Volume 5, Bates Nos. 991–992
20	Plaintiffs' Proposed Instruction-Not Given	Volume 5, Bates Nos. 993–994
21	Plaintiffs' Closing Argument Power Point	Volume 5, Bates Nos. 995–1027
22	Defendants' Closing Argument Power Point	Volume 5, Bates Nos. 1028–1053
Docket of Case No. A-13-682726-C		Volume 5, Bates Nos. 1054–1066

COURT’S TRIAL EXHIBIT 1

Official Case Caption

IN THE DISTRICT COURT OF CLARK COUNTY
STATE OF NEVADA

Jack & Elaine Chernikoff,

Plaintiff,

vs.

First Transit, Inc.

Defendant

Case No. A682726

(Honorable Stefany Miley)

TRANSIT COMPANIES LIKE
FIRST TRANSIT MUST HAVE A
WELL-TRAINED WORKFORCE TO
PREVENT HARM

3 Entities You'll Hear About





Enter Contract



PAID/LAW

First Transit purchased Laidlaw

First Transit



LAI DLAW

First Transit purchased Laidlaw

First Transit



Laidlaw



Enter Contract




First Transit

TIME-LINE OF EVENTS

HIRE DATE

June 2, 2006

First Transit / Formerly Laidlaw Hires
Jay Farrales to be a driver

First  **Transit**

When Hired

-No prior
experience as a
paratransit
driver

-No prior
experience
working with
disabled folks





Minimum Hiring Standards

- ❑ None really
- ❑ Even Murder, Kidnapping, Crimes against Children may only “potentially disqualify” someone from employment

Training / Cramming



Day 1



Day 2



Day 3



Day 4



Day 5

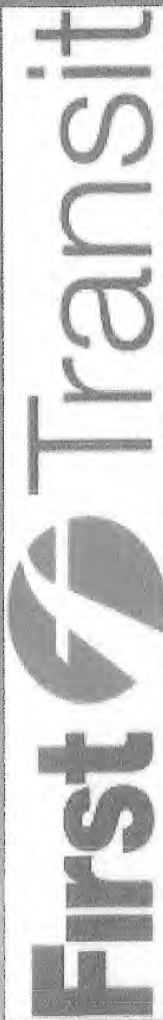


3 Days of Behind the Wheel Training





Training Topics & Important Safety Rules



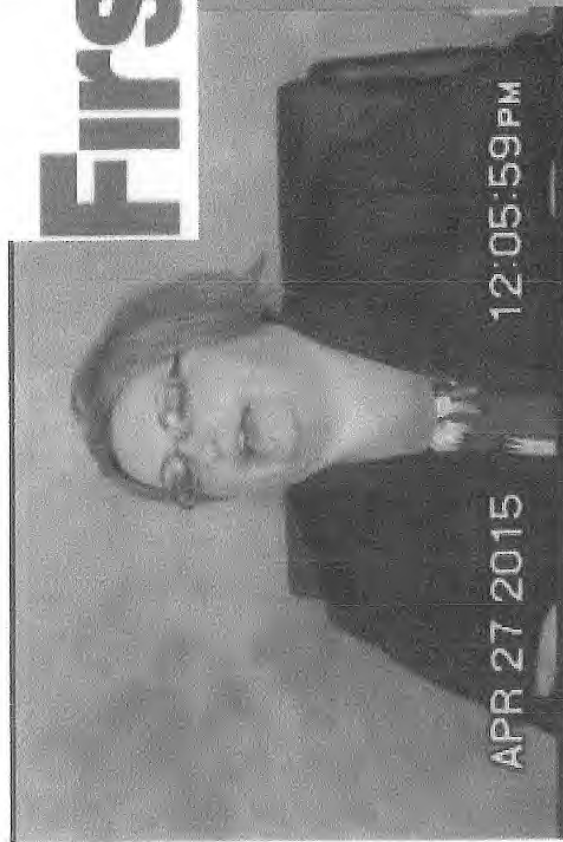
Deposition of Corporate
Spokesperson Jennifer McKibbons



APR 27 2015

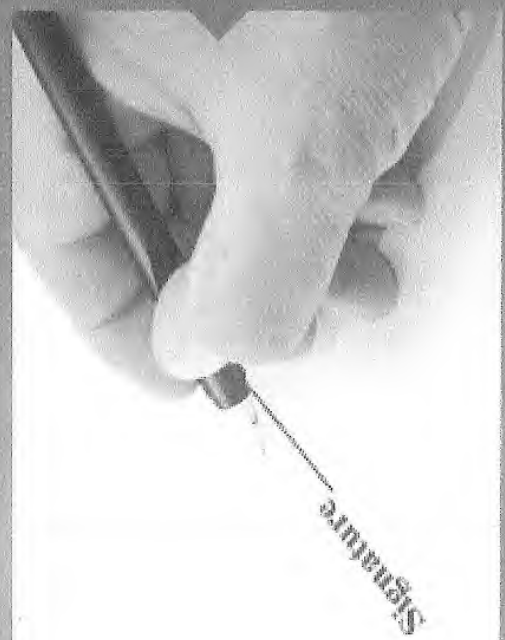
12:05:59 PM

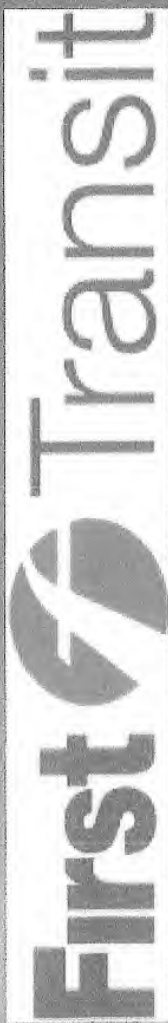
First Transit



First Transit

Every time a new handbook is
given out





What are the Rules?

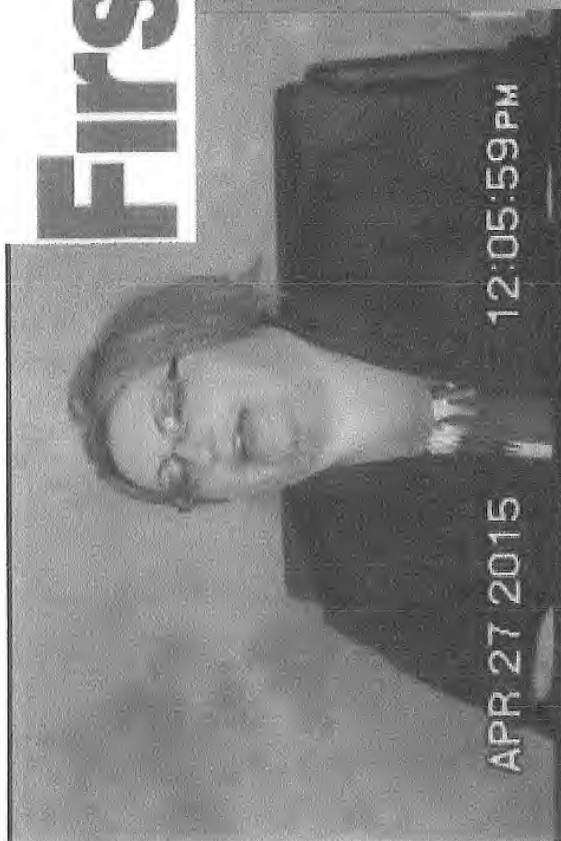
**SAFETY
RULES**

First Transit

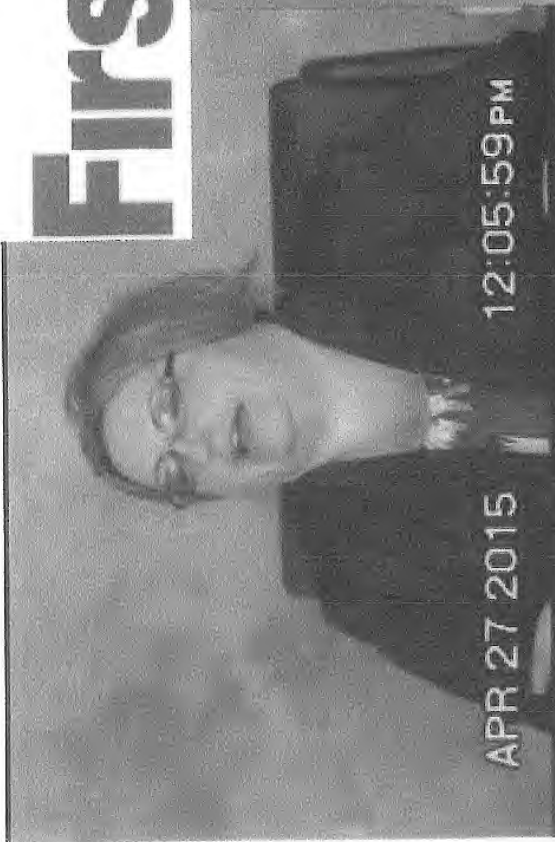


SAFETY RULES

Rule 1: Drivers must make sure
the passengers are safe before
driving off



Rule 2: Drivers must scan the interior of the bus every 5 seconds



SAFETY RULES

Rule 3: Drivers must not allow
passengers to eat or drink on the
bus

First Transit



**SAFETY
RULES**



First Transit



Rule 1: Drivers must make sure the passengers are safe before driving off

When transporting folks with disabilities extra care is required



First Transit



Rule 2: Drivers must scan
the interior of the bus
every 5 seconds

When transporting folks
with disabilities extra care
is required



First Transit



Rule 2: Drivers must scan the interior of the bus every 5 seconds



Because passengers with disabilities sometimes fight or do things they are not supposed to do

First Transit



Rule 3: Drivers must not allow passengers to eat or drink on the bus



! WARNING

CHOKING HAZARD

First Transit



Rule 3: Drivers must not allow passengers to eat or drink on the bus



Admitted drivers were trained that people could choke to death if allowed to eat on the bus

Were they important?

**SAFETY
RULES**

First  **Transit**

First Transit

Drivers must
observe all
safety rules and
regulations



APR 27 2015

12:05:59PM

First Transit

Drivers must
know and
enforce all
safety rules



APR 27 2015

12:05:59PM

First  **Transit**

Why are we here?



First Transit

Defendants Violated Several Rules

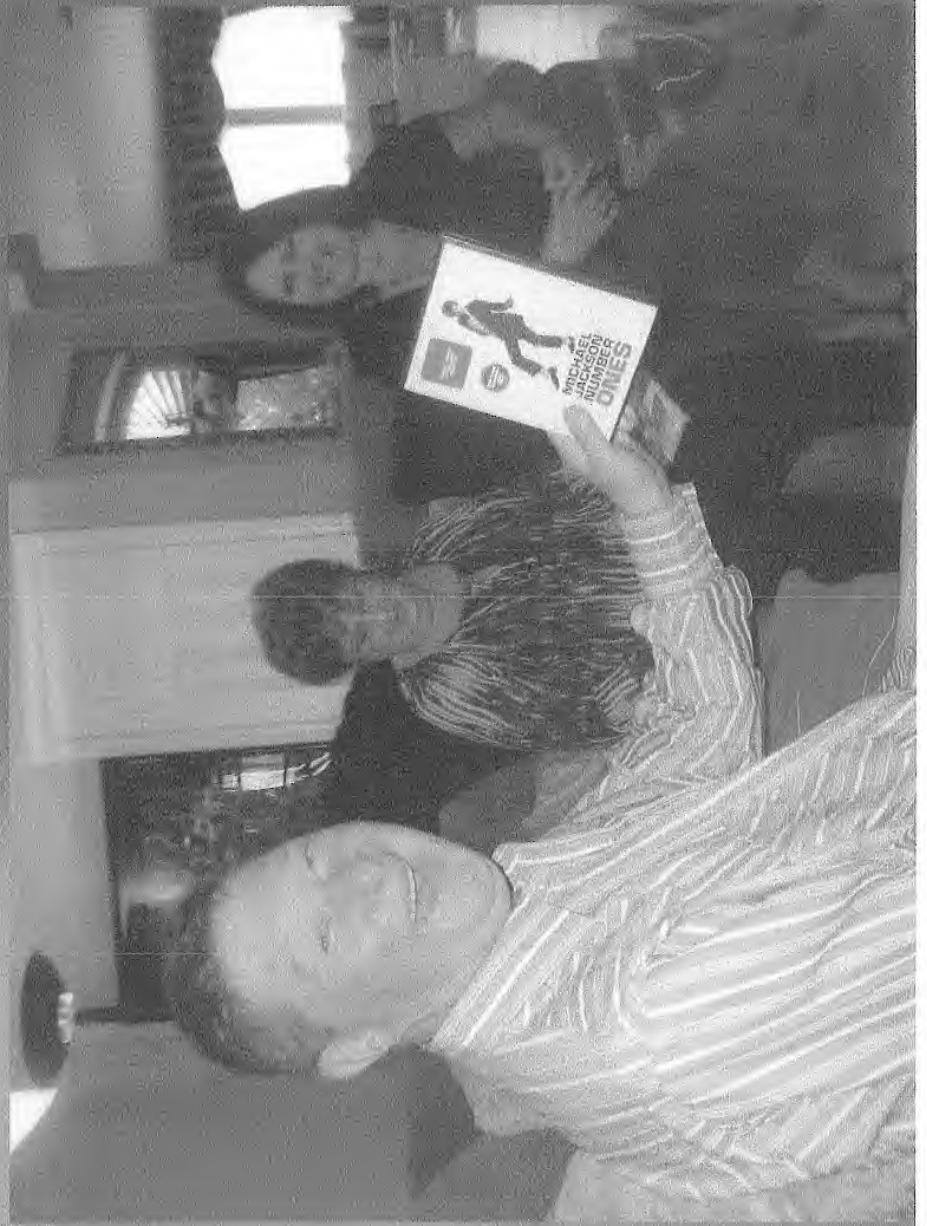
~~Rule 1: passengers
safety~~

~~Rule 2: scan interior
of bus every 5
seconds~~

~~Rule 3: no food or
drink~~



What Happened when the Rules were Violated?



Video Clip 1

7:05:38

(Water Bottle)

How Would Following the Rules
Have Made a Difference?

Rule 3: Drivers must not
allow passengers to eat or
drink on the bus

No eating or drinking

Video Clip 2

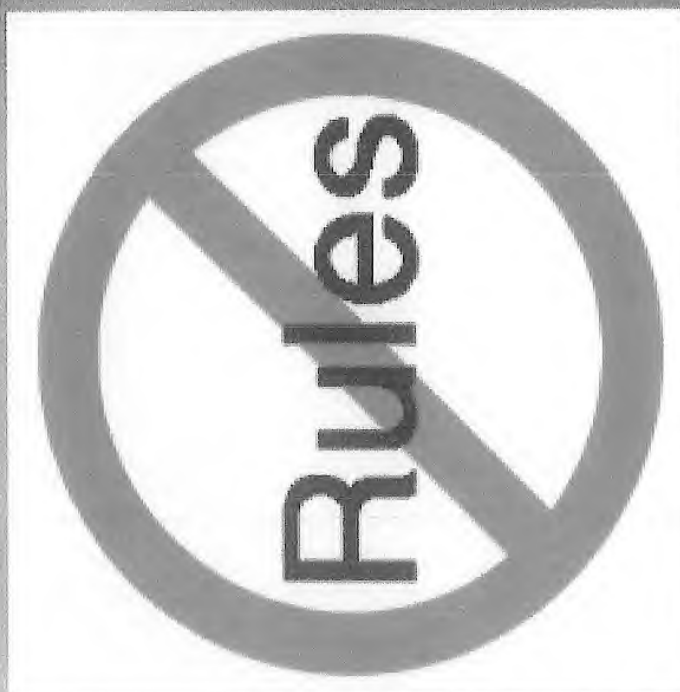
7:05:38

(Water Bottle)



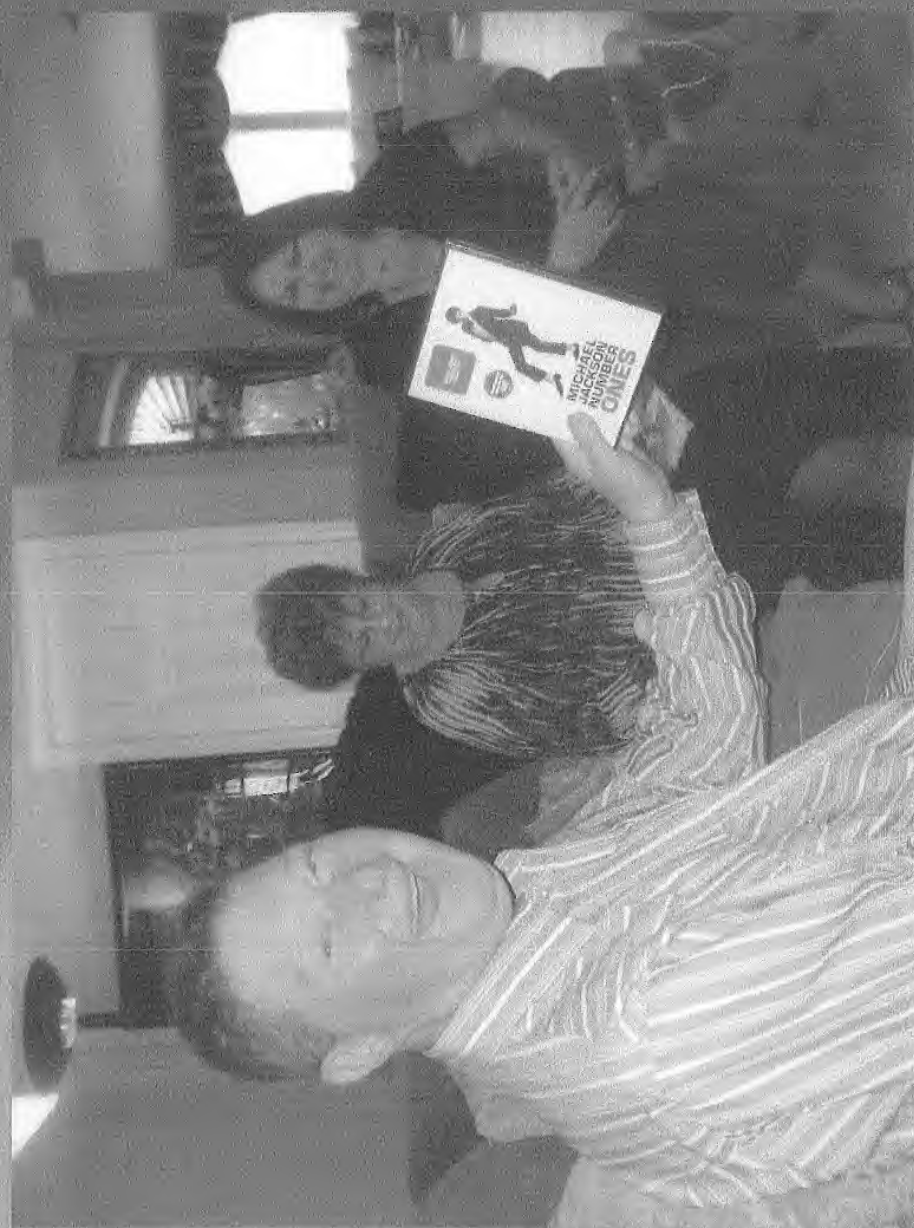
First Transit

Defendants Violated Several Rules



~~Rule 3: no food or
drink~~

If Harvey is simply told there is no
food or water - he's alive today



Would Following the Rules
Have Made a Difference?

Rule 2: Drivers must scan
the interior of the bus
every 5 seconds

Rule: Scan Interior of Bus
Every 5 Seconds

Video Clip 3

7:57:42 - 8:00:27
2 Minutes 45 Seconds



Rule: Scan Interior of Bus
Every 5 Seconds

7:57:47 Harvey Starts Eating

7:57:47 (driver violates rule)

7:57:52 (driver violates rule)

7:57:57 (driver violates rule)

7:58:02 (driver violates rule)

7:58:07 (driver violates rule)

7:58:12 (driver violates rule)

Roller Scan Interior of Bus
Every 5 Seconds

7:58:17 Harvey Starts Eating

7:58:17 (driver violates rule)
7:58:22 (driver violates rule)
7:58:27 (driver violates rule)
7:58:32 (driver violates rule)
7:58:37 (driver violates rule)
7:58:42 (driver violates rule)

Rule, Scan Interior of Bus
Every 5 Seconds
Harvey Starts Eating

7:58:47 (driver violates rule)
7:58:52 (driver violates rule)
7:58:57 (driver violates rule)
7:59:02 (driver violates rule)
7:59:07 (driver violates rule)
7:59:12 (driver violates rule)

Amc. Scan Interior of Bus
Every 5 Seconds
Amc. Scan Interior of Bus

7:59:17 (driver violates rule)
7:59:22 (driver violates rule)
7:59:27 (driver violates rule)
7:59:32 (driver violates rule)
7:59:37 (driver violates rule)
7:59:42 (driver violates rule)

Roller Scan Interior of Bus
Every 5 Seconds
7:59:42 Harvey Starts Eating

7:59:42 (driver violates rule)

7:59:47 (driver violates rule)

7:59:52 (driver violates rule)

7:59:57 (driver violates rule)

8:00:02 (driver violates rule)

8:00:07 (driver violates rule)

Rule: Scan Interior of Bus
Every 5 Seconds

Harvey Starts Eating

8:00:12 (driver violates rule)
8:00:17 (driver violates rule)
8:00:22 (driver violates rule)
8:00:27 (driver violates rule)

34 Chances to tell Harvey Not to
Eat

First Transit

Defendants Violated Several Rules



~~Rule 2: scan interior
of bus every 5
seconds~~

...instructs to tell Harvey Not to Eat

...can imagine of his every 5
seconds

Broken 34 Times

If Harvey is simply told of the rule
one of those 34 opportunities - he's
alive today



Would Following the Rules
Have Made a Difference?

Rule 1: Drivers must make sure
the passengers are safe before
driving off

Don't Get Off Until All Passengers are
Safe

Video Clip 4

8:00:30 to 8:00:42

(Driver Gets on bus
Doesn't Check Harvey)



First Transit

Defendants Violated Several Rules

Rule 1: ~~passengers~~
~~safety~~



Had the Driver just looked left -
Harvey's alive today



First Transit

Defendants Violated Several Rules



~~Rule 2: scan interior
of bus every 5
seconds~~

Scan Every 5 Seconds
Video Clip 5

8:00:37 - 8:03:37

7 Minutes

Way is literally dying right in front of
First Transit



Scan Every 5 Seconds

00:37 Driver drives off

8:00:42 (driver violates rule)
8:00:47 (driver violates rule)
8:00:52 (driver violates rule)
8:00:57 (driver violates rule)
8:01:02 (driver violates rule)
8:01:07 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

01:37 Driver drives off

01:12 (driver violates rule)

01:17 (driver violates rule)

01:22 (driver violates rule)

01:27 (driver violates rule)

01:32 (driver violates rule)

01:37 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

01:37 Driver drives off

8:01:37 (driver violates rule)

8:01:42 (driver violates rule)

8:01:47 (driver violates rule)

8:01:52 (driver violates rule)

8:01:57 (driver violates rule)

8:02:02 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

3:07 Driver drives off

8:02:02 (driver violates rule)
8:02:07 (driver violates rule)
8:02:12 (driver violates rule)
8:02:17 (driver violates rule)
8:02:22 (driver violates rule)
8:02:27 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

02:37 Driver drives off

02:27 (driver violates rule)
02:32 (driver violates rule)
02:37 (driver violates rule)
02:42 (driver violates rule)
02:47 (driver violates rule)
02:52 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

37 Driver drives off

8:02:52 (driver violates rule)

8:02:57 (driver violates rule)

8:03:02 (driver violates rule)

8:03:07 (driver violates rule)

8:03:12 (driver violates rule)

8:03:17 (driver violates rule)

40 Chances to Save Harvey

Scan Every 5 Seconds

Driver drives off

8:03:22 (driver violates rule)

8:03:27 (driver violates rule)

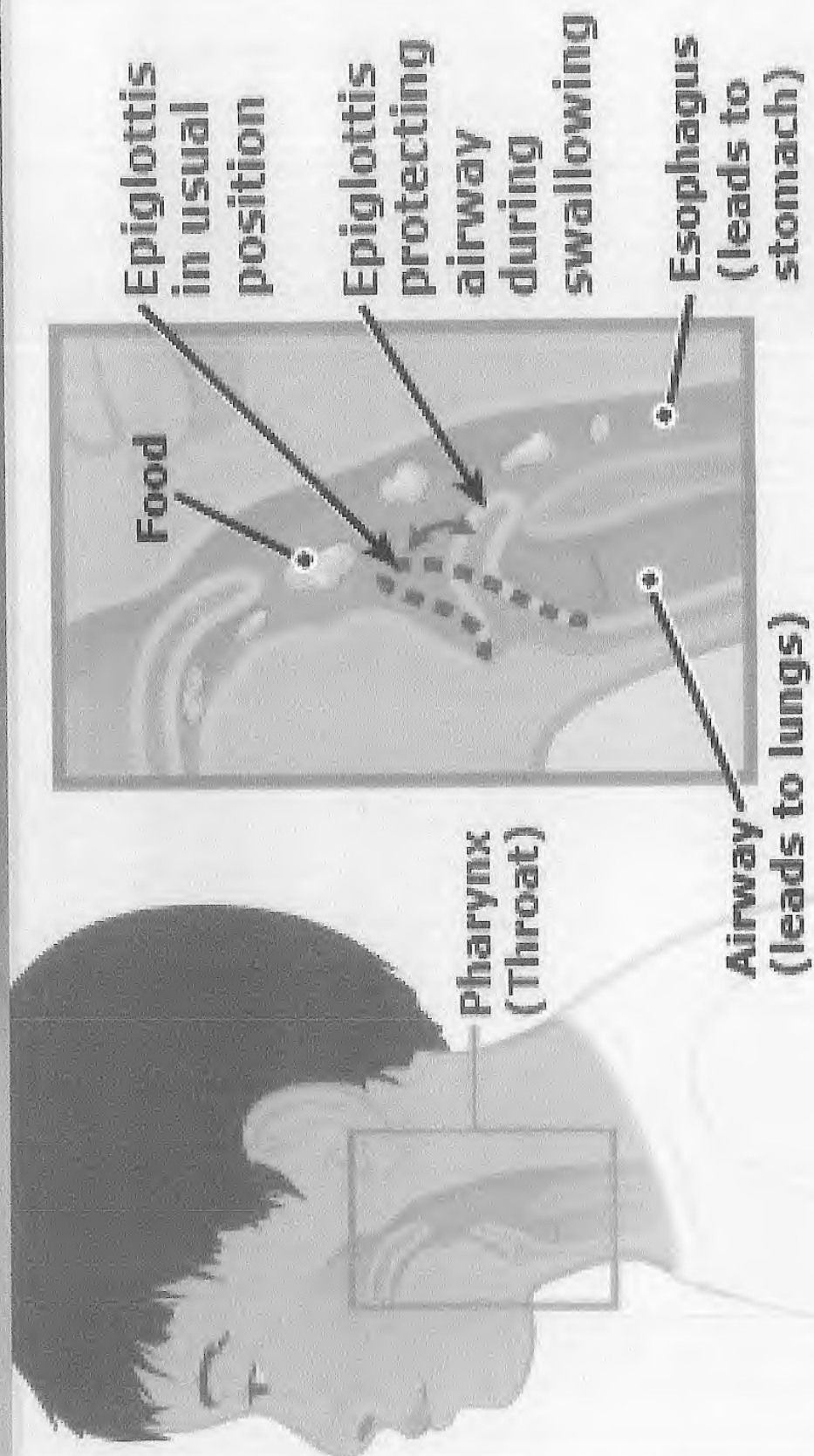
8:03:32 (driver violates rule)

8:03:37 (driver violates rule)

40 Chances to Save Harvey

Is this Death Preventable?

How does choking occur?



EMPLOYEE HANDBOOK

PAGE 70

FIRST AID

CHOKING

How to treat choking

How to do abdominal thrusts
(Heimlich Manuever)

Call 911

Start CPR

PAGE 70

Employee
Handbook
Choking
Training
(Page 70)

First Transit

Choking can become serious if you don't act quickly, and knowing what to do is what

HOW TO TREAT CHOKING

How to treat abdominal thrusts (Heimlich maneuver)

If the obstruction does not clear after 5 cycles of hard blows and abdominal thrusts

Call 9-1-1

If at any stage the person becomes unconscious, you must call 9-1-1

Heimlich Manuever

