

IN THE SUPREME COURT OF THE STATE OF NEVADA

A CAB, LLC; AND A CAB SERIES,
LLC,

Appellants,

v.

MICHAEL MURRAY; AND
MICHAEL RENO, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

Respondents.

) Supreme Court No. 77050

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**APPENDIX TO
APPELLANTS OPENING BRIEF
VOLUME XX of LII**

Appeal from the Eighth Judicial District Court
Case No. A-12-669926-C

HUTCHISON & STEFFEN, PLLC

Michael K. Wall (2098)
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11	Plaintiffs' Response in Opposition to Defendants' Motion to Strike First Amended Complaint and Counter-Motion for a Default Judgment or Sanctions Pursuant to EDCR 7.60(b), filed 04/11/2013	II	AA000202-AA000231
24	Plaintiffs' Response in Opposition to Defendants' Motion to Dismiss Plaintiffs' Second Claim for Relief, filed 08/28/2015	IV	AA000651-AA000668
23	Plaintiffs' Response in Opposition to Defendants' Motion for Declaratory Order Regarding Statue of Limitations, filed 08/28/2015	IV	AA000600-AA000650
172	Plaintiffs' Response in Opposition to Defendants' Motion for Dismissal of Claims on an Order Shortening Time, filed 10/17/2018	XLVI	AA009289-AA009297
8	Plaintiffs' Response in Opposition to Defendants' Motion Seeking Reconsideration of the Court's February 8, 2013 Order Denying Defendants' Motion to Dismiss, filed 03/18/2013	I	AA000181-AA000187
154	Plaintiffs' Response to Defendants' Ex-Parte Motion to Quash Writ of Execution on an OST and Counter-Motion for Appropriate Judgment Enforcement Relief, filed 09/24/2018	XLIV	AA008919-AA008994
109	Plaintiffs' Response to Defendants' Motion in Limine to Exclude Expert Testimony, filed 01/12/2018	XXX, XXXI	AA006002-AA006117
184	Plaintiffs' Response to Special Master's	XLVII	AA009665-

	Motion for an Order for Payment of Fees and Contempt, filed 11/26/2018		AA009667
115	Plaintiffs' Supplement in Connection with Appointment of Special Master, filed 01/31/2018	XXXII	AA006239-AA006331
144	Plaintiffs' Supplement in Reply and In Support of Entry of Final Judgment Per Hearing Held June 5, 2018, filed 07/13/2018	XLI, XLII	AA008416-AA008505
146	Plaintiffs' Supplement in Reply to Defendants' Supplement Dated July 18, 2018, filed 08/03/2018	XLII	AA008576-AA008675
107	Plaintiffs' Supplement in Support of Motion for Partial Summary Judgment, filed 01/09/2018	XXX	AA005833-AA005966
75	Plaintiffs' Supplement to Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment, filed 02/23/2017	XX	AA003847-AA003888
156	Plaintiffs' Supplemental Response to Defendants' Ex-Parte Motion to Quash Writ of Execution on an OSt, filed 09/27/2018	XLIV	AA009009-AA009029
46	Reply in Support of Defendants' Motion for Reconsideration, filed 03/24/2016	VII, VIII	AA001237-AA001416
170	Reply in Support of Defendants' Motion for Reconsideration, Amendment, for New Trial, and for Dismissal of Claims, filed 10/16/2018	XLV	AA009272-AA009277
58	Reply in Support of Defendants' Motion for Judgment on the Pleadings Pursuant to NRCP 12(c) with Respect to All Claims for Damages Outside the Two-Year Statue of Limitation and Opposition to Counter Motion for Toll of Statue of Limitations and for an Evidentiary Hearing, filed 12/28/2016	XI	AA002179-AA002189

111	Reply in Support of Defendants' Motion in Limine to Exclude the Testimony of Plaintiffs' Experts, filed 01/19/2018	XXXI	AA006180-AA001695
178	Resolution Economics' Application for Order of Payment of Special Master's Fees and Motion for Contempt, filed 11/05/2018	XLVII	AA009553-AA009578
187	Resolution Economics' Reply to Defendants' Opposition and Plaintiffs' Response to its Application for an Order of Payment of Special Master's Fees and Motion for Contempt, filed 12/03/2018	XLVII	AA009690-AA009696
100	Response in Opposition to Defendant's Motion for Summary Judgment, filed 12/14/2017	XXVII, XXVIII	AA005372-AA005450
31	Response in Opposition to Defendants' Motion to Dismiss Plaintiffs' First Claim for Relief, filed 09/28/2015	V	AA000807-AA000862
3	Response in Opposition to Defendants' Motion to Dismiss, filed 12/06/2012	I	AA000016-AA000059
33	Response in Opposition to Defendants' Motion to Dismiss and for Summary Judgment Against Plaintiff Michael Murray, filed 10/08/2015	V	AA000870-AA000880
34	Response in Opposition to Defendants' Motion to Dismiss and for Summary Judgment Against Plaintiff Michael Reno, filed 10/08/2015	V	AA000881-AA000911
212	Second Amended Notice of Appeal, filed 03/06/2019	L	AA010285-AA010288
22	Second Amended Supplemental Complaint, filed 08/19/2015	III	AA000582-AA000599
130	Second Supplemental Declaration of Class Counsel, Leon Greenberg, Esq., filed	XXXIV	AA007015-AA007064

	05/18/2018		
213	Special Master Resolution Economics' Opposition to Defendants Motion for Reconsideration of Judgment and Order Granting Resolution Economics Application for Order of Payment of Special Master's Fees and Order of Contempt, filed 03/28/2019	LI	AA010289-AA010378
78	Supplement to Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment, filed 05/24/2017	XXI	AA004024-AA004048
79	Supplement to Defendants' Opposition to Plaintiffs' Motion to Bifurcate Issue of Liability of Defendant Creighton J. Nady From Liability of Corporate Defendants or Alternative Relief, filed 05/31/2017	XXI	AA004049-AA004142
72	Supplement to Order For Injunction Filed on February 16, 2017, filed 02/17/2017	XIX	AA003777-AA003780
129	Supplemental Declaration of Class Counsel, Leon Greenberg, Esq., filed 05/16/2018	XXXIV	AA006981-AA007014
38	Transcript of Proceedings, November 3, 2015	VI	AA001002-AA001170
66	Transcript of Proceedings, February 8, 2017	XVII	AA003549-AA003567
70	Transcript of Proceedings, February 14, 2017	XIX	AA003755-AA003774
77	Transcript of Proceedings, May 18, 2017	XX, XXI	AA003893-AA004023
83	Transcript of Proceedings, June 13, 2017	XXII	AA004223-AA004244
101	Transcript of Proceedings, December 14, 2017	XXVIII	AA005451-AA005509

105	Transcript of Proceedings, January 2, 2018	XXIV	AA005720- AA005782
114	Transcript of Proceedings, January 25, 2018	XXXI	AA006203- AA006238
117	Transcript of Proceedings, February 2, 2018	XXXII	AA006335- AA006355
122	Transcript of Proceedings, February 15, 2018	XXXII, XXXIII	AA006427- AA006457
137	Transcript of Proceedings, filed July 12, 2018	XXXVI, XXXVII	AA007385- AA007456
215	Transcript of Proceedings, September 26, 2018	LI	AA010385- AA010452
216	Transcript of Proceedings, September 28, 2018	LI, LII	AA010453- AA010519
175	Transcript of Proceedings, October 22, 2018	XLVI	AA009304- AA009400
189	Transcript of Proceedings, December 4, 2018	XLVIII	AA009701- AA009782
190	Transcript of Proceedings, December 11, 2018	XLVIII	AA009783- AA009800
192	Transcript of Proceedings, December 13, 2018	XLVIII	AA009813- AA009864

CERTIFICATE OF SERVICE

I certify that I am an employee of HUTCHISON & STEFFEN, LLC and that on this date **APPENDIX TO APPELLANTS OPENING BRIEF VOLUME XX of LII** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Leon Greenberg, Esq.
Dana Sniegocki, Esq.
Leon Greenberg Professional Corporation
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Dana@overtimelaw.com

Attorneys for Respondents

DATED this 5th day of August, 2020.

/s/ Kaylee Conradi

An employee of Hutchison & Steffen, PLLC

1 number 87.48. Do you see that?

2 A: Right.

3 Q: Which again would be the time that

4 A Cab recorded Mr. Sergeant was working for payroll

5 purposes...

6 A: Right.

7 Q: ... for this pay period? 0.48 of an

8 hour is 28.8 minutes.

9 A: Is it?

10 Q: Yes. Do you have any explanation

11 as to how he would arrive at 0.48 of an hour as

12 opposed to 0.4 or 0.5 of an hour?

13 A: Other than having different days

14 where they were different and the addition and

15 subtraction could've been inaccurate, but to answer

16 your questions, I don't know how that happened. But

17 it was input by someone at 48 it should've been 50,

18 most likely.

19 Q: Is information from Cab Manager

20 system ever used to record hours of work in

21 QuickBooks?

22 A: I don't think so.

23 Q: Well, when you say you don't think

24 so, do you know that?

25 A: I think you've asked this of me

1 three times in other depositions, and the same answer
2 I'll give you now is that I don't think so. If I
3 knew so, I would say no. If I thought yes, I would
4 say I think it is, but I don't think it is.

5 Q: Mr. Nady, if you can't answer that
6 you know, when you say, "I think so," you're going to
7 get another question from me, because your answer
8 really should be you don't know. So if you don't
9 know the answer to that question, you don't know. So
10 just again to be clear on the record, you don't know
11 if information from Cab Manager is ever used to
12 record time worked in QuickBooks. Is that correct?

13 MS. RODRIGUEZ: Objection; misstates
14 his testimony. You can answer. I'm sorry if you
15 did. I missed your answer.

16 A: Could you ask the question again?
17 I'm sorry. I thought you were chastising me and I
18 stopped listening.

19 Q: Mr. Nady, do you know if
20 information from Cab Manager was ever used to record
21 working time in QuickBooks?

22 A: I don't know.

23 Q: Does A Cab currently use a
24 timeclock system? By timeclock, Mr. Nady, I mean a
25 system whereby employees would each have a card or a

1 code that they would punch in to the system when they
2 start work each day and end work each day.

3 A: Yes, they have a timeclock.

4 Q: Is that timeclock system used for
5 taxi drivers?

6 A: No.

7 Q: Is there any reason it's not used
8 for taxi drivers?

9 A: I never thought of it.

10 Q: It didn't occur to you after the
11 department of labor investigations that it might be
12 good to have taxi drivers use that timeclock system?

13 A: They have a timeclock system. They
14 punch in and punch out.

15 Q: Well, I'm talking about the
16 timeclock you were just referring to that is used by
17 some employees but not taxi cab drivers at A Cab.
18 I'm referring to that timeclock system.

19 A: Yes.

20 Q: Did it ever occur to you after the
21 department of labor investigation to extend use of
22 that timeclock system to the taxi drivers?

23 A: And I've answered just about a
24 minute ago. I said no, because they already use a
25 timeclock. That's twice now. If you ask me again,

1 I'll wait.

2 Q: And by timeclock in that answer,
3 Mr. Nady, you're referring to the record that is kept
4 on the trip sheets, correct?

5 A: I am. I think that's in
6 compliance, don't you?

7 Q: Now, Mr. Nady, the meters that are
8 in the taxi cab upload information into the Cab
9 Manager system, correct?

10 A: Yes.

11 Q: So it will tell A Cab's computer
12 system the amount of fares that were recorded on the
13 meter during their shift, correct?

14 A: That's correct.

15 Q: Will it also record the individual
16 trips that were taken on the meter?

17 A: I don't know. I could say maybe,
18 but I don't know.

19 Q: Has A Cab ever considered having an
20 out-of-service recording feature to be available on
21 the taxi meters for the drivers?

22 A: I don't know if we have one or not.
23 I know that sounds bad, but I don't recall. I
24 haven't discussed it for so long. It might be on
25 there now, but I don't think so. It might... I think

1 preparing to work or gets ready, gets his cab ready,
2 until the moment he gets in and gets his work
3 completed, unless anytime when he specifically
4 reports that he has taken his cab for some personal
5 use or drives home or pulls into McDonald's or does
6 something that he reports on the trip sheet. We try
7 to pay them from the time they get there to the time
8 they leave.

9 Q: My question, Mr. Nady, was
10 different, which is, what is A Cab's understanding of
11 the kind of records it was required to keep of the
12 time the drivers were working as you've described?
13 And I understand A Cab indents to pay the drivers for
14 all of their working time, as you've described. My
15 question isn't whether A Cab was going to do that or
16 trying to do that; my question was, what records of
17 that working time did A Cab understand it needed to
18 keep?

19 A: Trip sheets.

20 Q: Did it have any understanding as to
21 any other records that it needed to keep?

22 A: Well, the trip sheets didn't
23 reflect when they came in and dinked around for 5
24 minutes or 10 minutes or when they come in and dinked
25 around for 5 minutes or took the stuff out of their

1 cab and put it in their car on the way in to start to
2 do their manipulation on the computer or the time it
3 took them to do the inspection, so we estimated that
4 time. We met with a good portion of drivers. We're
5 going to pay you six minutes for this and six minutes
6 for that, and then we raised it to eight minutes
7 about a few months later when we started timing it.
8 So what records do we keep? We keep records based on
9 when they start and then we just allow time for it.
10 That's the best we have. I don't think we can do it
11 any better. It's an honest effort to do so.

12 Q: Well, what you're describing is A
13 Cab has made and is making an effort to keep track of
14 the time the drivers are working. And..

15 A: Thank you.

16 Q: Has A Cab ever consulted with
17 anyone about the specific form that those records
18 should take?

19 A: Can you give me an example of who
20 you think we might've talked with, because maybe you
21 can tell me who I might've talked with?

22 Q: Mr. Nady, it's a question of
23 whether you have any knowledge of anyone at A Cab on
24 behalf of the company consulting with someone about
25 this issue.

1 CERTIFICATE OF RECORDER

2 STATE OF NEVADA)

3 COUNTY OF CLARK)

4 NAME OF CASE: MICHAEL MURRAY vs A CAB TAXI SERVICE LL

5 I, Shaynelle McCalister, a duly commissioned

6 Notary Public, Clark County, State of Nevada, do hereby

7 certify: That I recorded the taking of the

8 deposition of the witness, Creighton Nady,

9 commencing on 11/22/2016.

10 That prior to being examined the witness was

11 duly sworn to testify to the truth.

12 I further certify that I am not a relative or

13 employee of an attorney or counsel of any of the

14 parties, nor a relative or employee of an attorney or

15 counsel involved in said action, nor a person

16 financially interested in the action.

17 IN WITNESS WHEREOF, I have hereunto set my

18 hand in my office in the County of Clark, State of

19 Nevada, this 11/22/2016.

20 

21 _____

22 Shaynelle McCalister Notary

23

24

25

1 CERTIFICATE OF TRANSCRIPTION

2 STATE OF NEVADA)

3 COUNTY OF CLARK)

4 NAME OF CASE: MICHAEL MURRAY vs A CAB TAXI SERVICE LL

5 I, Peter Hellman, a duly commissioned

6 Notary Public, Clark County, State of Nevada, do hereby

7 certify: That I transcribed or supervised the transcription

8 of the Recorded deposition of the witness,

9 Creighton Nady,

10 commencing on 11/22/2016. The Transcription is a true

11 and accurate representation of the testimony taken from

12 the witness, Creighton Nady.

13 I further certify that I am not a relative or

14 employee of an attorney or counsel of any of the

15 parties, nor a relative or employee of an attorney or

16 counsel involved in said action, nor a person

17 financially interested in the action.

18 IN WITNESS WHEREOF, I have hereunto set my

19 hand in my office in the County of Clark, State of

20 Nevada, this 11/22/2016.

21

22

23 Peter Hellman - Notary

24

25

EXHIBIT "C"

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May 17, 2016

The Honorable Bonnie A. Bulla
Discovery Commissioner
200 Lewis Avenue, 5th Floor
Las Vegas, Nevada 89155

VIA HAND DELIVERY ON MAY 18, 2016

Re: Murray v. A Cab A-12-669926-C
**May 20, 2016 Status Check on Compliance with Discovery
Production - Quickbooks Payroll Information Production**

Dear Commissioner Bulla:

When counsel last appeared in this case on April 8, 2016 they were in conflict regarding the production of class member payroll information maintained by the defendants in Quickbooks. Your Honor reviewed the form of Quickbooks data furnished by defendants and considered my concerns with that production. While no formal Report and Recommendation was issued at that time, as the minutes from April 8, 2016 (attached) reflect, I believe Your Honor did understand there was a need to "...re-format the data from Quickbooks in a meaningful way." Your Honor directed counsel to cooperate in doing so and instructed that I "...put in writing to Defense counsel a letter re: what is necessary and an explanation, and courtesy copy Commissioner..." I believe that directive resulted from defendant's counsel's assertion that defendants did not know how to produce the Quickbooks data in an appropriate format and my pledge to Your Honor that I could provide written clarification about how to do so from a skilled Quickbooks professional.

With this letter I provide the declaration of Nancy Whissel, a "Certified ProAdvisor" of Quickbooks (that certification is conferred by Intuit, the creator of

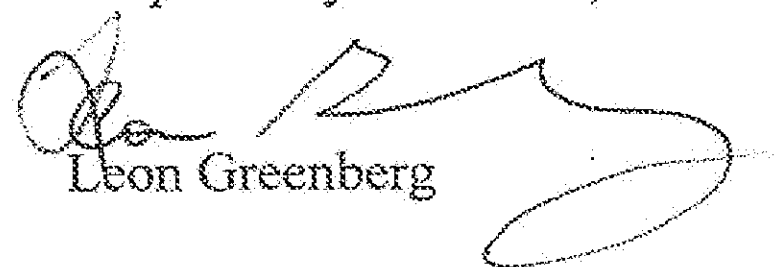
Quickbooks), which I delivered to the defendants' counsel today. Exhibit "3" of the declaration (previously provided to defendants' counsel on May 13, 2016) is an illustrated step by step process to produce the Quickbooks data in a suitable format. I believe Your Honor may gain a beneficial understanding about this issue by reviewing Ms. Whissel's declaration and the exhibits thereto in their entirety.

As of the date of this letter, I am unsure if the parties will reach an appropriate understanding about the Quickbooks data production.

I would also like to comment, briefly, about the fundamental background, and dynamics, of the Quickbooks data production. The Quickbooks information sought (class member payroll data) was maintained in that electronic fashion, within Quickbooks, in the first instance by the defendants in the normal course of their business. Such information, only after being so created, maintained, and inputted into Quickbooks, was then used to print defendants' paper paycheck stubs. Pursuant to NRCP Rule 34(b)(2)(E)(ii), governing the production of electronically stored information, a party "...must produce it [electronically stored information] in a form or forms which it is ordinarily maintained..."

The defendants "ordinarily maintained" the payroll data electronically in Quickbooks as part of a master "Quickbooks Company" file, which is akin to a complete "file cabinet" of company financial data. Defendants do not dispute they can easily make a complete copy of their "Quickbooks Company" file (Quickbooks has a built in "push the button" function to do so), something plaintiffs are willing to accept. Defendants do not want to produce that entire "Quickbooks Company" file (even subject to a protective order) since it would contain all of their Quickbooks stored financial information and include information plaintiffs do not seek or desire and have no use for. But I do not believe that under NRCP Rule 34 it should be plaintiffs' burden to remedy the defendants' purported lack of expertise on how to extract just that single "file drawer" containing the Quickbooks payroll data when the entire "file cabinet" (the Quickbooks Company file) is so easily produced. Notwithstanding that fact, I have incurred a considerable expense in securing the Whissel declaration and have expended a very considerable amount of time trying to provide such expertise to the defendants.

Respectfully submitted,



Leon Greenberg

cc: Esther Rodriguez, Esq. (Via Email)

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REGISTER OF ACTIONS

CASE No. A-12-669926-C

Michael Murray, Plaintiff(s) vs. A Cab Taxi Service LLC, Defendant(s)

§
§
§
§
§
§

Case Type: Other Civil Filing
Subtype: Other Civil Matters
Date Filed: 10/08/2012
Location: Department 1
Cross-Reference Case Number: A669926

PARTY INFORMATION

Defendant	A Cab LLC	Lead Attorneys Esther Rodriguez <i>Retained</i> 7023208400(W)
Defendant	A Cab Taxi Service LLC	Michael K. Wall <i>Retained</i> 7023852500(W)
Defendant	Nady, Creighton J	Esther C. Rodriguez <i>Retained</i> 7023208400(W)
Plaintiff	Murray, Michael	Leon Greenberg <i>Retained</i> 7023836085(W)
Plaintiff	Reno, Michael	Leon Greenberg <i>Retained</i> 7023836085(W)

EVENTS & ORDERS OF THE COURT

04/08/2016 Further Proceedings (10:00 AM) (Judicial Officer Bulla, Bonnie)
Further Proceedings: Discovery Production / Deferred Ruling

Minutes

03/16/2016 10:00 AM

04/06/2016 10:00 AM

- Colloquy re: the District Court Judge has not made all Decisions, a stay is in place on the February 10th order, and a separate Motion is set to stay all proceedings. Commissioner is not inclined to Recommend further fees and costs today as Motions are pending. Colloquy. Ms. Rodriguez explained her attempts to comply with Commissioner's Recommendation.

Arguments by counsel. Print out of production provided from Mr. Greenberg to Commissioner in Open Court. Colloquy re: data disclosed. Discussion re: the Bahena Decision. Commissioner DENIED Mr. Greenberg's request for Defense counsel to correspond with him in writing. Colloquy re: providing information with a Motion pending. Ms. Rodriguez will re-format the data from Quickbooks in a meaningful way. Colloquy re: submission in camera. COMMISSIONER RECOMMENDED, produce 1) employees (absent names until the Court rules on class certification), 2) wage earned and hours, 3) pay period, and 4) any deductions and for what (including health deductions). Commissioner advised Mr. Greenberg to put in writing to Defense counsel a letter re: what is necessary and an explanation, and courtesy copy Commissioner. Ms. Rodriguez will identify employees by number and develop a key. No Report and Recommendation today. Commissioner expects better communication between counsel. COMMISSIONER RECOMMENDED, Status Check SET in 30 days. 5/20/16 10:00 a.m. Status Check: Status of Case

Parties Present

Return to Register of Actions

1 LEON GREENBERG, ESQ.
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3 DANA SNIEGOCKI, ESQ.
4 Nevada Bar No.: 11715
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10 leongreenberg@overtimelaw.com
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12 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 MICHAEL MURRAY and
11 MICHAEL RENO, individually and
12 on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 vs.

16 A CAB TAXI SERVICE LLC, A
17 CAB, LLC, and CREIGHTON J.
18 NADY,

19 Defendants.

Case No.: A-12-669926-C

DEPT.: I

DECLARATION OF NANCY WHISSEL

20 Nancy Whissel, hereby affirms, under penalty of perjury, that:

21 1. I am the owner of Nevada Quickbooks Pro. My office, Nevada
22 Quickbooks Pro, provides services involving the use of Quickbooks to a variety of
23 businesses in Las Vegas. I have over 25 years of experience using Quickbooks
24 including the use of Quickbooks to maintain and process employee payroll
25 information. Quickbooks is the standard business software used by the vast majority
26 of small businesses to keep track of their finances, including their employee payroll.
27 The sort of employee payroll information that Quickbooks is used to keep track of and
28 process includes compensation paid (including various different kinds of

1 compensation), hours worked, and deductions made from an employee's pay. I am
2 highly familiar with the use of Quickbooks and the ability of Quickbooks to transfer
3 ("export") information into Excel (spreadsheets). I have received certification from
4 Intuit (the maker of Quickbooks software) as a "Certified ProAdvisor" in Quickbooks.
5

6 2. I have been asked by the plaintiffs' attorneys in this case to furnish a
7 statement explaining how information on printed employee paystubs, originally
8 printed from Quickbooks, can be exported (transferred) from Quickbooks into an
9 Excel computer file. The purpose of such a transfer of information from Quickbooks
10 to Excel would be to use the Excel software to easily determine if an employee was
11 paid at least the required minimum hourly wage for each of their pay periods.
12

13 Attached to this declaration, Exhibit "1," is a copy of what I am told are four
14 "paystubs" for one A-Cab employee. I am advised that those paystubs were prepared
15 (printed) from Quickbooks.
16

17 3. Attached to this declaration, Exhibit "2," is a "sample" form of Excel
18 spreadsheet containing some of the Exhibit "1" paystub information set up in a form
19 that would easily allow a determination of the hourly rate for this employee. Columns
20 "A" through "L" of Exhibit "2" contain the payroll information from the Exhibit "1"
21 paystubs with column "M" of Exhibit "2" being the "calculation" column showing
22 what the employee's hourly rate was for each of the four Exhibit "1" pay periods
23 (excluding tips from that calculation and assuming the number "Minimum Wage
24 Subsidy - Qty" represents the hours worked).
25
26
27
28

1 4. Having the payroll information for A-Cab, that is printed on the Exhibit "1"
2 paystubs, exported directly from Quickbooks into Excel, and placed into an Excel
3 spreadsheet in the form of Exhibit "2," allows the calculation of the hourly rate for
4 many thousands of different employee pay periods instantaneously (that is done by
5 inserting the column "M" calculation, as in Exhibit "2"). The Exhibit "2" sample
6 (Excel uses the term "worksheet" to refer to such a thing) has a "single line" format,
7 meaning all of the information for each single pay period (employee name, date, all
8 other particulars of the payroll) appear on a "single line." This single line format is
9 essential for easy analysis of the payroll information, as it allows the creation of the
10 Exhibit "2" column "M" calculation. The alternative to this sort of automated
11 analysis in Excel would involve having someone sit down with a calculator, and
12 determine, manually, for each individual pay period, the hourly rate from the printed
13 paystubs. That process, if it were to involve thousands of individual paychecks to
14 hundreds of employees, would be incredibly time consuming. In addition, although
15 not demonstrated in the attached Exhibit "2," the Excel software can easily and
16 instantaneously (by adding columns "N" and "O") calculate the amount of unpaid
17 minimum wages, if any, due the employee in a particular pay period depending on
18 whether the minimum wage rate was \$7.25 or \$8.25 an hour.

19 5. I have been asked whether the Quickbooks software, that produced the
20 Exhibit "1" paystubs, can easily transfer ("export" is the term used in Quickbooks) the
21 information in those printed paystubs into Excel in a manner that would either, when
22 3.

1 transferred, appear in the "single line" format of Exhibit "2" or in another fashion that
2 can easily be rearranged by Excel into that "single line" format. The answer to that
3 question is yes. I have also been asked how difficult it would be to perform that
4 transfer ("export") of information from Quickbooks into Excel. The answer to that
5 question is that the procedure is not very difficult. Attached to this declaration at
6 Exhibit "3" is a narrative I constructed that includes actual "screen shots" of
7 Quickbooks. It explains how to create a "payroll detail report" that will export into
8 Excel in a single line format one payroll item for all employees for a specified time
9 period. This procedure would have to be repeated for each relevant payroll item
10 appearing on the printed paystubs, there are 8 such payroll items in the paystubs at
11 Exhibit "1" (reproduced at columns "E" through "L" of Exhibit "2") meaning the
12 Exhibit "3" process would have to be repeated 8 times based upon the paystubs
13 provided. But that would be 8 times for *all employees* not each employee. The
14 process detailed in Exhibit "3" can also be easily filtered by "class." The "class"
15 designation in Quickbooks is typically used by employers to designate a particular
16 department of employees, such as in this case just its taxi drivers. Such a "taxi driver
17 class" filter, if included in the Exhibit "3" process, would limit the exported Excel
18 information to just A-Cab's taxi drivers.

25 6. In respect to the time needed to perform the export into Excel of the
26 Quickbooks information, as I describe in Exhibit 3 and discuss above in paragraph 5,
27 there is no reason for that process to consume more than a few hours of someone's
28

1 time. That is true even if 100,000 or 200,000 or more individual employee paychecks
2 were so processed. That is because actually performing the process I detail in Exhibit
3 "3" only takes a few minutes. While it may take 5 or 10 minutes for each of the 8
4 "executions" of that Quickbooks to Excel export process to run, the person entering
5 that process in the computer need not stand by the computer and can do other things
6 while the computer processes each Excel export. Any computer in use today can
7 rapidly process very large amounts of data in a very short amount of time. There is no
8 reason to believe it would take more than one day to export from Quickbooks into
9 Excel all of A-Cab's payroll records from 2008 through the present using the method I
10 detail in Exhibit "3" even if A-Cab was paying 200 employees every two weeks.
11

12 7. The process I describe in Exhibit "3" will, once performed, allow
13 the easy creation, within Excel, of the desired "single line" Excel worksheet that is
14 illustrated at Exhibit "2." That is because each outputted line of information from
15 Quickbooks, using the Exhibit "3" method, will have a common reference, a unique
16 check number, for each related payroll item. Through the use of formulas within the
17 Excel software making use of that common reference, the information exported from
18 Quickbooks into Excel using the Exhibit "3" process can be easily reconfigured into
19 the Exhibit "2" form of worksheet for analysis purposes.
20

21 8. It would also be possible to produce the information that appears
22 on the Exhibit "1" paystubs for all A-Cab taxi drivers by identifying the particular
23 computer files in Quickbooks that contain that information and just copying those
24

1 computer files or portions of those files. That process would not involve any
2 "export" of information from Quickbooks into Excel in the manner I have described.
3
4 That sort of "file copying" process is not something I can advise about but can be
5 performed by someone with suitable knowledge of the Quickbooks files, the sorts of
6 information contained in those files, and the relationships between those files.
7

8 9. In the event the personnel at A-Cab who use their Quickbooks
9 software would have difficulty understanding the process of producing an Excel file in
10 the form annexed at Exhibit "3" or otherwise need assistance in properly exporting
11 into Excel their relevant Quickbooks payroll information, I can come to the offices of
12 A-Cab and assist in the production of that Excel file. My standard hourly rate for
13 such services is \$125.00 an hour. I have been paid that rate for the time I have spent
14 speaking with plaintiffs' attorney about this matter and preparing, signing and
15 reviewing this declaration and its attached Exhibits. I have no personal relationships
16 with plaintiffs' attorneys nor any of the parties to this case and no personal interest in
17 the outcome of this case. I have never acted as a consultant or witness for plaintiffs'
18 attorneys in any prior matter.
19
20
21
22

23 I have read the foregoing and affirm under penalty of perjury that the same is
24 true and correct.

25 Nancy Whissel

26 Nancy Whissel

27 5/17/16

28 Date

EXHIBIT "1"

EXHIBIT "1"

Employee					SSN	Status (Fed/State)	Allowances/Extra
Michael C. Sargeant, 2001 Ramrod Ave. #2215, Henderson, NV 89014					***-**-5207	Single/(none)	Fed-1/0/NV-0/0
					Pay Period: 07/05/2014 - 07/18/2014		Pay Date: 07/25/2014
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Minimum Wage Subsidy		57.08	4.27	243.73	583.62		
Driver Commission		1.00	165.01	165.01	1,163.01		
Incentive #5			5.00	5.00	16.00		
Tips Supplemental				46.71	267.79		
Supervisor Counseling Pay				0.00	1.45		
		57.08		460.45	2,031.87		
Taxes				Current	YTD Amount		
Federal Withholding				-22.00	-111.00		
Social Security Employee				-26.55	-125.98		
Medicare Employee				-6.67	-29.46		
				-57.22	-266.44		
Adjustments to Net Pay				Current	YTD Amount		
Tips Out				-46.71	-267.79		
Cash loan				-10.00	-10.00		
				-56.71	-277.79		
Net Pay				346.52	1,467.64		

A Cab, LLC, 1500 Searles Avenue, 1500 Searles Avenue, Las Vegas, NV 89101-1123, A CAB TAXI SERVICE LLC

Employee					SSN	Status (Fed/State)	Allowances/Extra
Michael C. Sargeant, 2001 Ramrod Ave. #2215, Henderson, NV 89014					***-**-5207	Single/(none)	Fed-1/0/NV-0/0
					Pay Period: 07/19/2014 - 08/01/2014		Pay Date: 07/26/2014
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Minimum Wage Subsidy		22.81	4.06	93.06	676.68		
Driver Commission		1.00	72.41	72.41	1,235.42		
Tips Supplemental				17.90	285.69		
Supervisor Counseling Pay				0.00	1.45		
Incentive #5				0.00	16.00		
		22.81		183.37	2,215.24		
Taxes				Current	YTD Amount		
Federal Withholding				0.00	-111.00		
Social Security Employee				-11.36	-137.34		
Medicare Employee				-2.66	-32.12		
				-14.02	-280.46		
Adjustments to Net Pay				Current	YTD Amount		
Tips Out				-17.90	-285.69		
Cash loan				0.00	-10.00		
				-17.90	-295.69		
Net Pay				151.45	1,639.09		

A Cab, LLC, 1500 Searles Avenue, 1500 Searles Avenue, Las Vegas, NV 89101-1123, A CAB TAXI SERVICE LLC

A CAB, SERIES LLC Employee Leasing Company

12044

Employee					SSN	Status (Fed/State)	Allowances/Extra
Michael C. Sargeant, 2001 Ramrod Ave. #2215, Henderson, NV 89014					***-**-5207	Single/(none)	Fed-1/0/NV-0/0
					Pay Period: 05/24/2014 - 06/06/2014		Pay Date: 06/13/2014
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Minimum Wage Subsidy		87.48	1.43	125.10	125.10		
Driver Commission		1.00	416.41	416.41	416.41		
Tips Supplemental				92.79	92.79		
		87.48		634.30	634.30		
Taxes				Current	YTD Amount		
Federal Withholding				-42.00	-42.00		
Social Security Employee				-39.33	-39.33		
Medicare Employee				-9.20	-9.20		
				-90.53	-90.53		
Adjustments to Net Pay				Current	YTD Amount		
Tips Out				-92.79	-92.79		
Net Pay				450.98	450.98		

A Cab, LLC, 1500 Searles Avenue, 1500 Searles Avenue, Las Vegas, NV 89101-1123, A CAB TAXI SERVICE LLC

A CAB, SERIES LLC Employee Leasing Company

12613

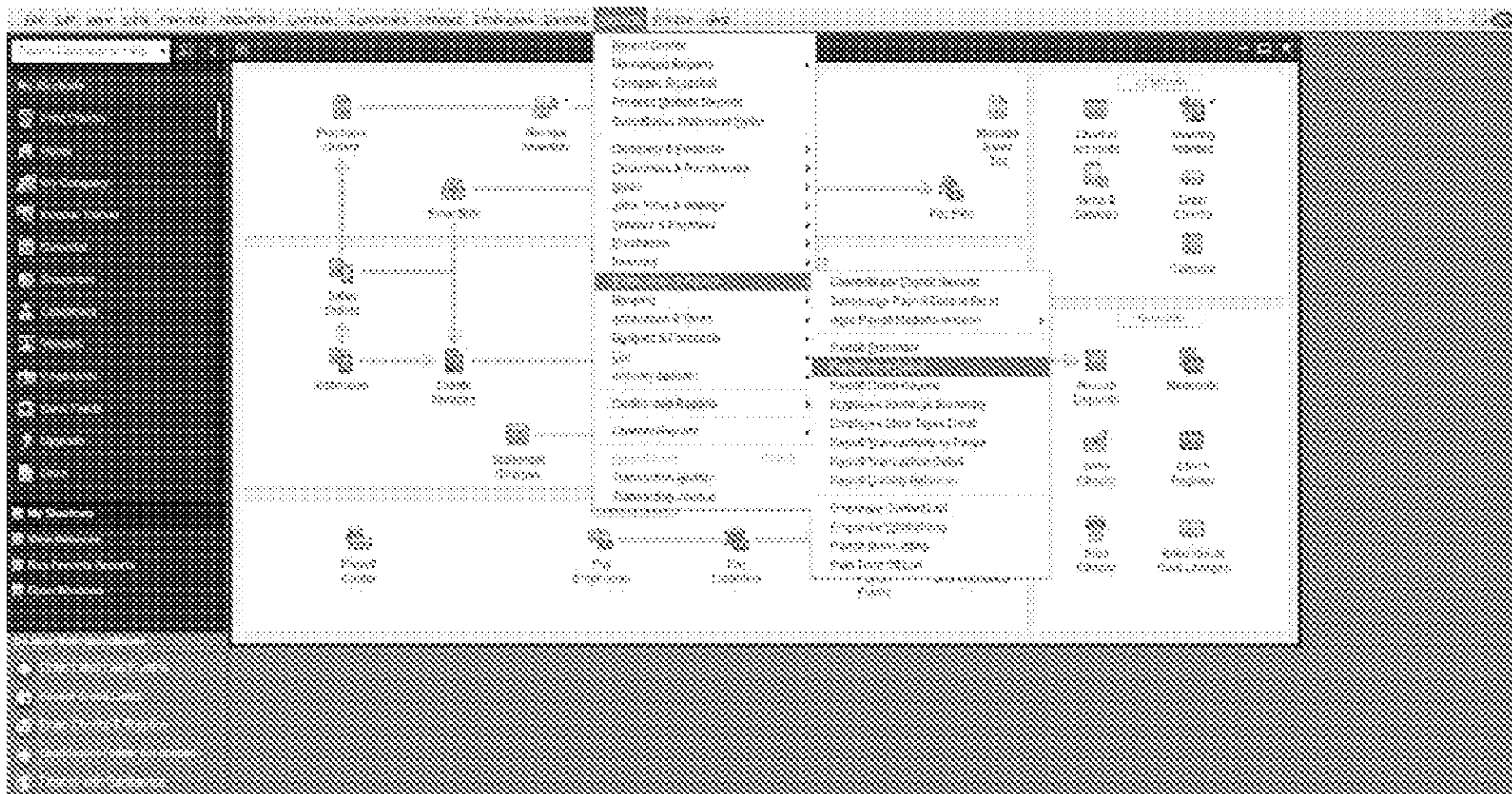
Employee					SSN	Status (Fed/State)	Allowances/Extra
Michael C. Sargeant, 2001 Ramrod Ave. #2215, Henderson, NV 89014					***-**-5207	Single/(none)	Fed-1/0/NV-0/0
					Pay Period: 06/21/2014 - 07/04/2014		Pay Date: 07/11/2014
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Minimum Wage Subsidy		54.78	2.57	140.78	339.89		
Driver Commission		1.00	251.45	251.45	998.00		
Incentive #5			5.00	5.00	11.00		
Tips Supplemental				56.44	221.08		
Supervisor Counseling Pay				0.00	1.45		
		54.78		453.67	1,571.42		
Taxes				Current	YTD Amount		
Federal Withholding				-22.00	-89.00		
Social Security Employee				-28.13	-97.43		
Medicare Employee				-6.58	-22.79		
				-56.71	-209.22		
Adjustments to Net Pay				Current	YTD Amount		
Tips Out				-56.44	-221.08		
Net Pay				340.52	1,141.12		

A Cab, LLC, 1500 Searles Avenue, 1500 Searles Avenue, Las Vegas, NV 89101-1123, A CAB TAXI SERVICE LLC

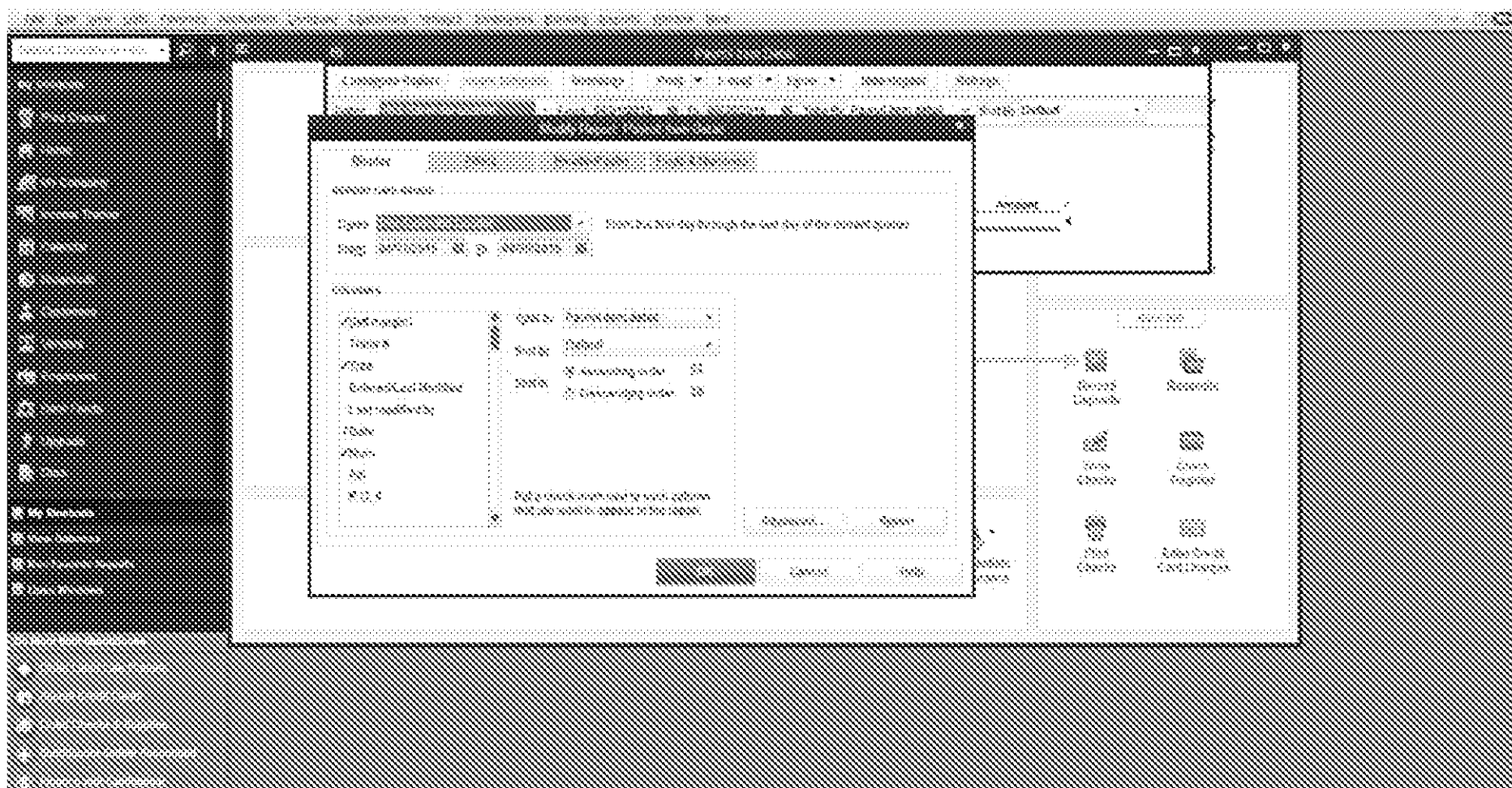
EXHIBIT "2"

EXHIBIT "3"

1. Run Payroll Item Detail Report



2. Click on Customize Report



3. Choose the desired date range.

4. In the Columns section, Uncheck (left margin), Type and Wage Base.

5. In the Columns section, Check Qty (represents Hours), Sales Price (represents Wage Rate), Pay Period Begin Date, Pay Period End Date.

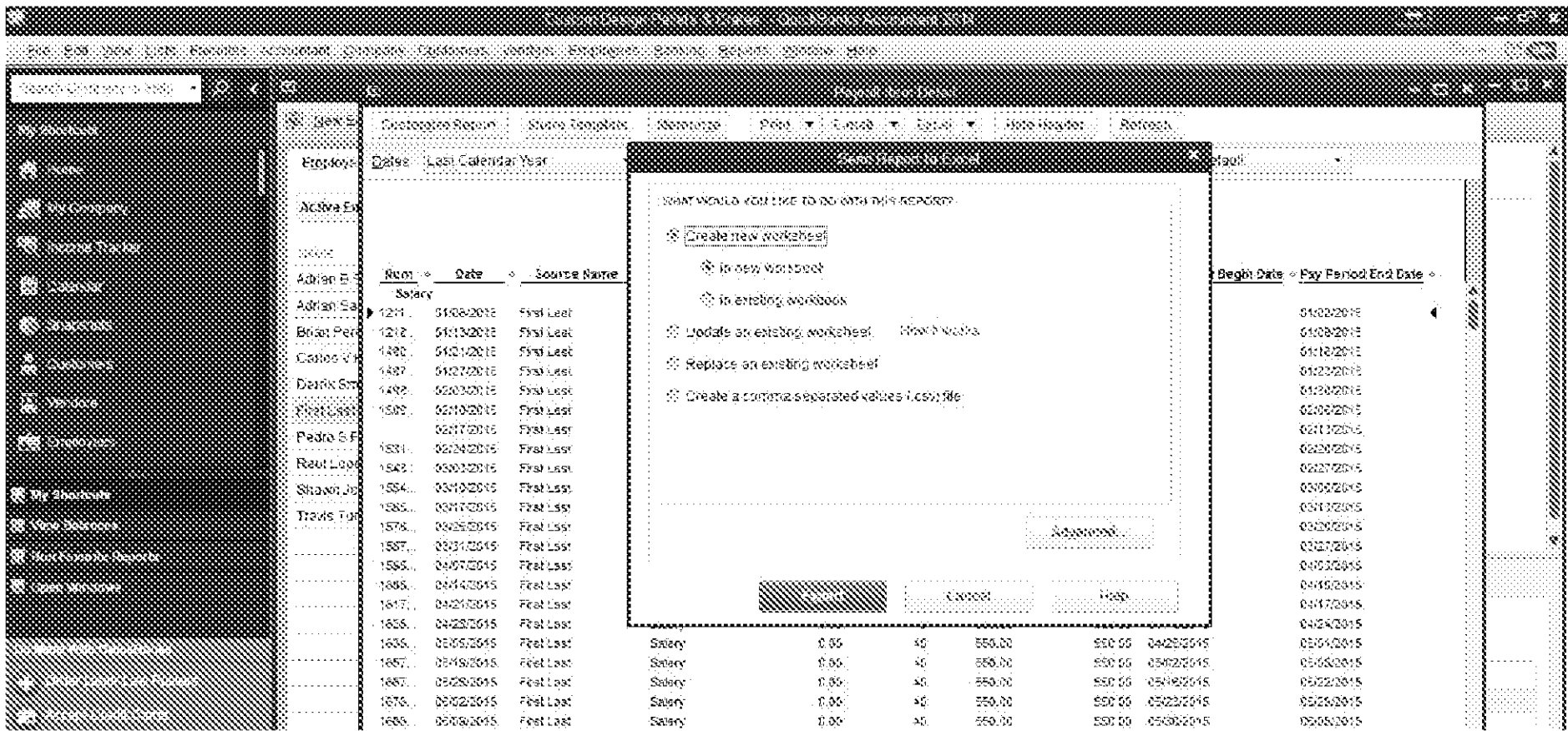
6. The resulting report will contain the paycheck detail for all employees grouped by Payroll Item Detail. It will show all of the check dates with the first wage rate grouped together with a total and then the next wage rate grouped together with a total and so on for each Payroll Item.

Employee	Date	Last Calendar Year	From	To	Total By	Sort By
Adrian S.	12/11/2015	12/11/2015	12/11/2015	12/11/2015	Payroll Item Detail	Default
Adrian S.	12/12/2015	12/12/2015	12/12/2015	12/12/2015	Payroll Item Detail	Default
Brian P.	12/13/2015	12/13/2015	12/13/2015	12/13/2015	Payroll Item Detail	Default
Carlos V.	12/14/2015	12/14/2015	12/14/2015	12/14/2015	Payroll Item Detail	Default
Dan S.	12/15/2015	12/15/2015	12/15/2015	12/15/2015	Payroll Item Detail	Default
David S.	12/16/2015	12/16/2015	12/16/2015	12/16/2015	Payroll Item Detail	Default
David S.	12/17/2015	12/17/2015	12/17/2015	12/17/2015	Payroll Item Detail	Default
David S.	12/18/2015	12/18/2015	12/18/2015	12/18/2015	Payroll Item Detail	Default
David S.	12/19/2015	12/19/2015	12/19/2015	12/19/2015	Payroll Item Detail	Default
David S.	12/20/2015	12/20/2015	12/20/2015	12/20/2015	Payroll Item Detail	Default
David S.	12/21/2015	12/21/2015	12/21/2015	12/21/2015	Payroll Item Detail	Default
David S.	12/22/2015	12/22/2015	12/22/2015	12/22/2015	Payroll Item Detail	Default
David S.	12/23/2015	12/23/2015	12/23/2015	12/23/2015	Payroll Item Detail	Default
David S.	12/24/2015	12/24/2015	12/24/2015	12/24/2015	Payroll Item Detail	Default
David S.	12/25/2015	12/25/2015	12/25/2015	12/25/2015	Payroll Item Detail	Default
David S.	12/26/2015	12/26/2015	12/26/2015	12/26/2015	Payroll Item Detail	Default
David S.	12/27/2015	12/27/2015	12/27/2015	12/27/2015	Payroll Item Detail	Default
David S.	12/28/2015	12/28/2015	12/28/2015	12/28/2015	Payroll Item Detail	Default
David S.	12/29/2015	12/29/2015	12/29/2015	12/29/2015	Payroll Item Detail	Default
David S.	12/30/2015	12/30/2015	12/30/2015	12/30/2015	Payroll Item Detail	Default
David S.	12/31/2015	12/31/2015	12/31/2015	12/31/2015	Payroll Item Detail	Default

7. Click the Excel button that is just above the report in the window. Choose Create New Worksheet.

Employee	Date	Last Calendar Year	From	To	Total By	Sort By
Adrian S.	12/11/2015	12/11/2015	12/11/2015	12/11/2015	Payroll Item Detail	Default
Adrian S.	12/12/2015	12/12/2015	12/12/2015	12/12/2015	Payroll Item Detail	Default
Brian P.	12/13/2015	12/13/2015	12/13/2015	12/13/2015	Payroll Item Detail	Default
Carlos V.	12/14/2015	12/14/2015	12/14/2015	12/14/2015	Payroll Item Detail	Default
Dan S.	12/15/2015	12/15/2015	12/15/2015	12/15/2015	Payroll Item Detail	Default
David S.	12/16/2015	12/16/2015	12/16/2015	12/16/2015	Payroll Item Detail	Default
David S.	12/17/2015	12/17/2015	12/17/2015	12/17/2015	Payroll Item Detail	Default
David S.	12/18/2015	12/18/2015	12/18/2015	12/18/2015	Payroll Item Detail	Default
David S.	12/19/2015	12/19/2015	12/19/2015	12/19/2015	Payroll Item Detail	Default
David S.	12/20/2015	12/20/2015	12/20/2015	12/20/2015	Payroll Item Detail	Default
David S.	12/21/2015	12/21/2015	12/21/2015	12/21/2015	Payroll Item Detail	Default
David S.	12/22/2015	12/22/2015	12/22/2015	12/22/2015	Payroll Item Detail	Default
David S.	12/23/2015	12/23/2015	12/23/2015	12/23/2015	Payroll Item Detail	Default
David S.	12/24/2015	12/24/2015	12/24/2015	12/24/2015	Payroll Item Detail	Default
David S.	12/25/2015	12/25/2015	12/25/2015	12/25/2015	Payroll Item Detail	Default
David S.	12/26/2015	12/26/2015	12/26/2015	12/26/2015	Payroll Item Detail	Default
David S.	12/27/2015	12/27/2015	12/27/2015	12/27/2015	Payroll Item Detail	Default
David S.	12/28/2015	12/28/2015	12/28/2015	12/28/2015	Payroll Item Detail	Default
David S.	12/29/2015	12/29/2015	12/29/2015	12/29/2015	Payroll Item Detail	Default
David S.	12/30/2015	12/30/2015	12/30/2015	12/30/2015	Payroll Item Detail	Default
David S.	12/31/2015	12/31/2015	12/31/2015	12/31/2015	Payroll Item Detail	Default

8. Click the blue Export button.



9. The result will be as shown below:

Num	Date	Source Name	Payroll Item	Wage Base	Gst	Sales Price	Amount	Pay Period Begin Date	Pay Period End Date
1211	01/08/2015	First Last	Salary	0.00	40	550.00	550.00	01/08/2015	01/08/2015
1212	01/13/2015	First Last	Salary	0.00	40	550.00	550.00	01/13/2015	01/13/2015
1480	01/21/2015	First Last	Salary	0.00	40	550.00	550.00	01/21/2015	01/21/2015
1487	01/27/2015	First Last	Salary	0.00	40	550.00	550.00	01/27/2015	01/27/2015
1489	02/03/2015	First Last	Salary	0.00	40	550.00	550.00	02/03/2015	02/03/2015
1502	02/10/2015	First Last	Salary	0.00	40	550.00	550.00	02/10/2015	02/10/2015
1507	02/17/2015	First Last	Salary	0.00	40	550.00	550.00	02/17/2015	02/17/2015
1531	02/24/2015	First Last	Salary	0.00	40	550.00	550.00	02/24/2015	02/24/2015
1542	03/03/2015	First Last	Salary	0.00	40	550.00	550.00	03/03/2015	03/03/2015
1554	03/10/2015	First Last	Salary	0.00	40	550.00	550.00	03/10/2015	03/10/2015
1585	03/17/2015	First Last	Salary	0.00	40	550.00	550.00	03/17/2015	03/17/2015
1576	03/24/2015	First Last	Salary	0.00	40	550.00	550.00	03/24/2015	03/24/2015
1587	03/31/2015	First Last	Salary	0.00	40	550.00	550.00	03/31/2015	03/31/2015
1585	04/07/2015	First Last	Salary	0.00	40	550.00	550.00	04/07/2015	04/07/2015
1608	04/14/2015	First Last	Salary	0.00	40	550.00	550.00	04/14/2015	04/14/2015
1617	04/21/2015	First Last	Salary	0.00	40	550.00	550.00	04/21/2015	04/21/2015
1656	04/28/2015	First Last	Salary	0.00	40	550.00	550.00	04/28/2015	04/28/2015
1656	05/05/2015	First Last	Salary	0.00	40	550.00	550.00	05/05/2015	05/05/2015
1667	05/12/2015	First Last	Salary	0.00	40	550.00	550.00	05/12/2015	05/12/2015
1667	05/19/2015	First Last	Salary	0.00	40	550.00	550.00	05/19/2015	05/19/2015
1667	05/26/2015	First Last	Salary	0.00	40	550.00	550.00	05/26/2015	05/26/2015
1676	06/02/2015	First Last	Salary	0.00	40	550.00	550.00	06/02/2015	06/02/2015
1686	06/09/2015	First Last	Salary	0.00	40	550.00	550.00	06/09/2015	06/09/2015

EXHIBIT "D"

OPPS
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Attorneys for Defendant A Cab, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

MICHAEL MURPHY and MICHAEL RENO,
Individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC and A CAB, LLC,

Defendants.

Case No.: A-12-669926-C
Dept. No. I

Hearing Date: November 18, 2015
Hearing Time: 9:00 a.m.

DEFENDANT'S OPPOSITION TO PLAINTIFFS' SUPPLEMENTAL BRIEF

Defendant A Cab, LLC ("A Cab"), by and through its attorney, Esther C. Rodriguez, Esq., of RODRIGUEZ LAW OFFICES, P.C., hereby submits this Opposition to Plaintiffs' Supplemental Brief submitted November 16, 2015.

Plaintiffs brought this dispute pertaining to their request for Cab Manager data, before the Discovery Commissioner in March 2015. Plaintiffs then proceeded to request continuances of this hearing and this issue before the Discovery Commissioner until 8 months later. Since then, discovery has been closed as of October 1, 2015; and for all purposes, this was assumed to be a dead or non-issue. On the eve before the status check, Plaintiffs suddenly submit extensive supplemental briefing hurling all types of unfounded allegations against Defendant and seeking over \$29,000 in sanctions.

On May 20, 2015 at one of the continuances of this matter, the Discovery Commissioner ordered that complete copies of 2 deposition transcripts be submitted to her (by July 21, 2015); the

1 Commissioner did not indicate that the Plaintiffs would be allowed to basically submit a new
2 motion with new allegations on the eve before the hearing. With less than 1 day in which to
3 respond to the various accusations, Defendant will do its best to respond to the numerous
4 allegations, as the evidence demonstrates that Plaintiffs' allegations are unfounded and not
5 supported by the record of events.

6 The reality of this case is that Plaintiffs have failed to prepare their case **within the**
7 **discovery deadlines**. Discovery closed October 1, 2015, and the Plaintiffs altogether failed to
8 make a minimal showing of any type of wage claim for either Plaintiff Michael Murray or Plaintiff
9 Michael Reno. No documents, witnesses, or any other type of evidence has ever been produced by
10 Plaintiffs to support a minimum wage claim. As such, Defendants moved for summary judgment
11 and dismissal against Plaintiff Michael Murray and Michael Reno. The dispositive motions were
12 just recently heard by Judge Cory on November 3, 2015, who denied summary judgment based on
13 Plaintiffs' representations that the unresolved discovery issues pertained to Murray and Reno --
14 which is not the case.

15 As this Court is aware, in order to avoid summary judgment, Plaintiff must come forward
16 with specific facts on which the Court could rule in its favor on the issues addressed in this motion.
17 *Hickman v. Meadow Wood Reno*, 96 Nev. 782, 617 P.2d 871 (1980). At the summary judgment
18 hearing of this matter on November 3, 2015, Defendant highlighted to Judge Cory that dismissal
19 was appropriate as there were no genuine issues of fact which remain for trial and Defendant A Cab
20 is entitled to judgment as a matter of law. Defendant demonstrated to the Court that neither
21 Plaintiff had attached any supporting affidavits, testimony, or document that would support the
22 claims of Michael Reno or Michael Murray, and discovery was closed October 1, 2015. Defendant
23 also demonstrated to Judge Cory that Plaintiffs had refused to comply with NRCP 16.1's
24 requirement of ever demonstrating a calculations of damages. Plaintiffs had repeatedly attached
25 documents to pleadings that had never been produced in discovery. And Defendants submitted
26 deposition transcripts to show that Plaintiffs had refused to participate in discovery, by outright
27 refusing to answer questions in a deposition, or pleading the Fifth Amendment Right against self
28 incrimination fearing prosecution for perjury during the deposition.

1 Incredibly, the only thing Plaintiffs' counsel could argue to survive summary judgment was
2 that there were issues remaining before the Discovery Commissioner that remained unresolved, and
3 therefore summary judgment should not be entered. Defendant informed the Court that the issues
4 before the Discovery Commissioner did not pertain to Plaintiffs Murray or Reno, but rather were
5 Plaintiffs' counsel's attempts to acquire information on *other* drivers. The Motion to Compel has
6 nothing to do with information on Murray or Reno, and in fact pertains to a time period for when
7 they were no longer employed at A Cab.

8 All documentation including payroll records, stubs, personnel records, tripsheets have been
9 turned over to Plaintiffs for Michael Murray and Michael Reno, very early on in the discovery
10 period. In the three years, Plaintiffs have been unable to demonstrate any type of minimum wage
11 claim throughout the course of discovery. Before the Court ever considers a certification of class
12 claims, the Court must be assured that the named Plaintiffs have a justiciable claim. Michael
13 Murray and Michael Reno do not.

14 Out of an abundance of caution, Judge Cory denied the motions for summary judgment
15 without prejudice, pending the hearing before the Discovery Commissioner and allowed Defendant
16 to re-file following the hearing before the Discovery Commissioner.

17 Judge Cory also did not certify the matter as a class action, but has taken the matter under
18 advisement to consider the various issues including the suitability of the Plaintiffs as
19 representatives, or even whether they have a justiciable claim.

20 **1. Plaintiffs' failure to participate in discovery should not be rewarded.**

21 Well in advance of the discovery deadlines, Defendant produced over 1800 documents to
22 Plaintiffs including all documents pertaining to Michael Murray and Michael Reno. With the
23 discovery conducted, or lack thereof by Plaintiffs, Plaintiffs altogether failed to establish a prima
24 facie case for either plaintiff.

25 Seeking to overcome their clear deficiency, Plaintiffs brought in a new defendant right
26 before the close of discovery. Based on the new addition of naming the cab company owner,
27 Creighton J. Nady, Plaintiffs now seek to reopen discovery and to do what they should have done
28 over the last 3 years.

1 The deadlines for amending pleadings and adding parties are established to allow parties to
2 amend to conform to the evidence which has surfaced during the discovery period. In this instance,
3 Plaintiffs have amended their pleading for the purpose of obtaining another discovery period. Such
4 tactics should not be allowed, as it defeats the purpose of having a Scheduling Order and deadlines.

5 In defiance of the rules of discovery, Plaintiffs have never indicated a calculation of
6 damages in compliance with NRCP 16.1. The ramifications of this noncompliance was highlighted
7 during the depositions of each Plaintiff. Firstly, as Plaintiff Michael Reno never indicated a value
8 of his claim, a Department of Labor determination was reviewed as valuing any possible
9 underpayment to Reno as **\$1048.94. Exhibit 1.** Defendant made an offer to resolve this claim
10 months ago to the Plaintiff in a formal pleading in an amount 15 times the value of the case at
11 **\$15,000.00. Exhibit 2.** Contrary to the Nevada Rules of Professional Conduct, this information
12 was never conveyed to Plaintiff Reno by his counsel. Plaintiff was never informed of the offer on
13 the table. **Nevada Rules of Professional Conduct Rule 1.2 and Rule 1.4.**

14 Q. Are you aware that A Cab offered you \$15,000 as an attempt to resolve any amounts that you
15 were owed?

16 A. I never heard anything. Nobody ever told me anything.

17 Q. Take a look at that document that I have just handed you, Mr. Reno.

18 A. I wonder why they wouldn't --

19 Q. Have you ever seen this document before, it's entitled A Cab LLC's Offer Of Judgment To
20 Plaintiff, Michael Reno?

21 A. No, ma'am.

22 Q. So you were unaware that there was a \$15,000 offer to you? **Exhibit 3, Deposition of Reno,**
23 **68:10-22.**

24 Similarly, Michael Murray was never told by his counsel about the offer of judgment made
25 to him in a timely manner. Such actions are telling for a number of reasons. Firstly, this
26 demonstrates that this action is attorney-driven litigation, not one in which the interest of these
27 Plaintiffs is at the heart of the matter. Secondly, NRCP 16.1 has a requirement of disclosures, and
28 in this instance, Plaintiffs have simply refused to comply.

1 As this Court is aware, a primary purpose of a deposition is to allow an adverse party to
2 ascertain the basis of a claim. At no time during the deposition of Michael Reno, was there any
3 indication that he is either pursuing a minimum wage claim, nor that he has any basis to support
4 such a claim. In fact, from his testimony, Reno has very little concept of what he is suing for, or
5 even who he is suing.¹ Instead, Reno made clear in several pages of testimony that he believed and
6 he was told that the company was "stealing" from him, and that his proof was in the fact that he was
7 making less money than he had in the past. **Exhibit 3, Deposition of Reno**, 21:15-24; 27:14-19;
8 39:5-40:20.

9 Similarly, during his deposition, Plaintiff Michael Murray indicated he had no idea of what
10 he is claiming from A Cab, and when pressed for any details refused to answer further. When
11 asked why he did not accept the offer from A Cab, he pled the Fifth Amendment against Self
12 Incrimination, under threat of perjuring himself in his deposition.

13 Q: So in answer to why you didn't accept that, is it your testimony that you didn't think it was
14 enough?

15 Plaintiff's Counsel: I'm going to object. That has been asked and answered. I'm also going to just
16 caution you that you're not going to discuss or you're not going to testify as to any of the contents of
17 the communications you may have had with myself or your other counsel, Mr. Greenberg.

18 THE WITNESS: Okay.

19 MS. RODRIGUEZ: Can we have the question read back to the deponent, please. I thought there
20 was a question.

21 (Record read by reporter.)

22 MS. SNIEGOCKI: I'm going to assert the same objection. It's already in the record. And I'll again
23

24 ¹ Q. Do you understand that you filed a complaint against A Cab?

25 A. Well, that's -- that's kind of a thing like the president, you sign a deal to get something, the
26 book has you giving up everything else. I went against A Cab. They got something going on
27 with Western because they are in, what, collusion you call it? That's not my idea, but if their
28 shortness, too, and I'm working for them, of course I want that money, too. I just want fairness.
If another person is shorting them, another person is shorting them, then they are all in it. All of
their hands are dirty. **Exhibit 3, Reno deposition**, 25:7-18.

1 caution you that you're not going to testify as to any communications you've had with myself or Mr.
2 Greenberg during the course of representation. You can answer the question.

3 A: I'm going to cite the Fifth on that.

4 Q: You're going to cite the Fifth on that?

5 A: Um-hmm.

6 Q: Is that a "yes"?

7 A: No.

8 Q: You have to say your answers verbally. I know you're nodding your head to me, but...

9 A: Yes.

10 Q: . . . when I asked you earlier if you didn't accept -- why you didn't accept this, and I
11 understood your testimony to say that you thought it wasn't enough, and I was trying to find
12 out if that's, indeed, what you said. And I know we got objections, and I will accept your
13 objections on the record. But now I'm asking you to confirm that. Is that what you said?

14 A: Yes.

15 Q: And you're asserting the Fifth?

16 A: Yes. That was my answer. **Exhibit 4, Deposition of Murray, 61:4-63:3.**

17 The purpose of this rule [NRCP 68] is to encourage settlement of lawsuits before trial.
18 *Morgan v. Demille*, 106 Nev. 671, 799 P.2d 561 (1990). This rule and NRS 17.115 are designed to
19 facilitate and encourage settlement. *Matthews v. Collman*, 110 Nev. 940, 878 P.2d 971 (1994).

20 In this instance, there was a complete failure on the part of Plaintiff's counsel to relay
21 Defendant's good faith offer to the client.

22 **2. Plaintiffs acted in bad faith following a discovery conference as to the remaining**
23 **discovery.**

24 On September 10, 2015, the parties engaged in a telephonic conference to determine any
25 remaining discovery to be completed with the approaching October 1st deadline. At that time, the
26 parties agreed that Defendant would be deposing the Labor Commissioner and Deputy Labor
27 Commissioner on September 29th and 30th. At no time during that discussion did Plaintiffs indicate
28 any other discovery other than their request to continue the deposition of Jay Nady.

The following evening Plaintiffs suddenly set five (5) depositions on the same days on which Defendants' depositions were already set. **Exhibit 5, Correspondence to Plaintiffs' Counsel.** Due to the conflicting notices, Defendant continued the depositions of the Labor Commissioner and Deputy, and made all requested witnesses available including:

September 29, 2015: 9 am, Sam Wood

11 am, Jon Gathright

1 pm, Mike Malloy

September 30, 2015: 3 pm, Bob McCullough

Defendant did not agree to another Rule 30(b)(6) deposition of A Cab. The prior deposition had already exceeded 7 ½ hours excluding breaks.

3. Plaintiffs' Improper PMK deposition.

The Discovery Commissioner indicated that the Plaintiffs could take a PMK deposition to determine the nature of the electronic storage of any payroll information. Plaintiffs instead sent a 23 category notice of deposition, with subcategories. **Exhibit 6.** This deposition lasted from 11 am to after 7 pm at night on August 18, 2015. Despite the detailed categories and defendant's attempts to ensure compliance with all 23 categories and subparts, Mr. Greenberg proceeded to spend the majority of the time of the deposition asking questions outside the scope of the numerous categories. When this tactic was objected to, Mr. Greenberg indicated he simply would not be using the responses in a court proceeding.

Due to the short period in which defense counsel has been given to respond to Plaintiffs' extensive pleading just received, Defendant requests additional time to brief as to why this PMK deposition should be terminated.

4. Defendant should not be compelled to turn over data not related to the claims, nor the named Plaintiffs.

Cab Manager Program: Plaintiffs seek production of the cab manager data base in its entirety. The testimony from Jim Morgan supports that this cannot be completed, nor is Cab Manager a payroll program.

Quickbooks Database: Plaintiffs seek production of the company Quickbooks program.

Correspondence has been sent to Plaintiffs' counsel indicating why this cannot be completed. The data stored in Quickbooks includes information on the company's vendors, expenses, and revenue. Therefore, to simply plug a drive into their system to copy it in the "data dump" format that Plaintiffs seek will be overly invasive in acquiring company information not in the least relevant to the claims. The Quickbooks company data is in no way relevant to a claim for minimum wage, much less relevant to the Plaintiffs in this case. Nevertheless, the offer was made to Plaintiffs that if they would specify what information they are seeking from the Quickbooks database, A Cab would see whether a query can be run to capture the specific data, or whether it is stored at all in Quickbooks.

DOL Excel spreadsheet: Plaintiffs are now asking for an Excel spreadsheet that was prepared for the Department of Labor. This was provided to Plaintiffs prior to February 2015, as acknowledged by Mr. Greenberg. **Exhibit 7.**

II. Conclusion

Based upon the foregoing points and authorities, Defendant A CAB, LLC respectfully requests this Honorable Court to enter an Order denying Plaintiff's Motion to Compel the Production of Documents, and to deny the Motion to Extend discovery.

DATED this 17th day of November, 2015.

RODRIGUEZ LAW OFFICES, P. C.

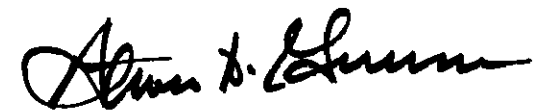
/s/ Esther C. Rodriguez, Esq.
Esther C. Rodriguez, Esq.
Nevada State Bar No. 006473
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant A Cab, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this 17th day of November, 2015, I electronically filed the foregoing with the Eighth Judicial District Court Clerk of Court using the E-file and Serve System which will send a notice of electronic service to the following:

Leon Greenberg, Esq.
Leon Greenberg Professional Corporation
2965 South Jones Boulevard, Suite E4
Las Vegas, Nevada 89146
Counsel for Plaintiff

/s/ Susan Dillow
An Employee of Rodriguez Law Offices, P.C.



CLERK OF THE COURT

1 SUPP

2 LEON GREENBERG, ESQ., SBN 8094
3 DANA SNIEGOCKI, ESQ., SBN 11715
4 Leon Greenberg Professional Corporation
5 2965 South Jones Blvd- Suite E3
6 Las Vegas, Nevada 89146
7 (702) 383-6085
8 (702) 385-1827(fax)
9 leongreenberg@overtimelaw.com
10 dana@overtimelaw.com
11 Attorneys for Plaintiffs

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 MICHAEL MURRAY, and MICHAEL
11 RENO, Individually and on behalf of
12 others similarly situated,

12 Plaintiffs,

13 vs.

14 A CAB TAXI SERVICE LLC, A CAB,
15 LLC, and CREIGHTON J. NADY,
16 Defendants.

Case No.: A-12-669926-C

Dept.: I

PLAINTIFFS' SUPPLEMENT
TO PLAINTIFFS' REPLY TO
DEFENDANTS' OPPOSITION
TO PLAINTIFFS' MOTION
FOR PARTIAL SUMMARY
JUDGMENT

17
18 Plaintiffs, through their attorneys, Leon Greenberg Professional Corporation,
19 hereby submit this supplement to their reply to defendants' opposition to plaintiffs'
20 motion for partial summary judgment.

21 **THIS SUPPLEMENT PROVIDES THE AMOUNT OF MINIMUM**
22 **WAGES OWED TO EACH CLASS MEMBER THROUGH 12/31/15**
23 **AS ESTABLISHED BY DEFENDANTS' PAYROLL RECORDS**

24 As discussed at page 8 of plaintiffs' reply an issue is raised in defendants'
25 opposition about awarding partial summary judgment based upon defendants' payroll
26 records for the period after 12/31/15. That issue is raised because the prior (currently
27 as of the date of this submission) NRCP Rule 23(b)(3) damages class certification in
28 this case was only through 12/31/15 (a motion has been pending since October 14,
2016 to extend that time period). As discussed in the reply, the Court should, at a

1 minimum, award the class damages based upon the defendants' payroll records through
2 12/31/15. Plaintiffs' moving papers presented a summary of the payroll records
3 through 5/20/16 and the "per plaintiff" calculations of minimum wages owed based
4 upon that summary. That entire summary of the payroll records included every payroll
5 period from 1/1/13 to 12/31/15 and is not now reproduced again.

6 A somewhat smaller amount of minimum wages are owed to each of the
7 individual class members at the \$8.25 an hour rate¹ if the Court only grants partial
8 summary judgment for the period prior to 1/1/2016. The amounts so owed are detailed
9 in Exhibit "1" to Exhibit "A" hereto, the supplemental declaration of Charles Bass.²
10 There are also 65 persons who would only be entitled to an award of minimum wages
11 based upon defendants' payroll records if an award was to include the payroll records
12 for the time after 12/31/15. Those 65 persons are identified at Exhibit "2" to Exhibit
13 "A" hereto.

14 Accordingly, as discussed in plaintiffs' prior submissions on this motion,
15 judgment is requested for, at a minimum, the amounts specified in Exhibit "1" to
16 Exhibit "A" hereto for each class member so identified.

17 Dated: February 23, 2017

18 LEON GREENBERG PROFESSIONAL CORP.

19
20 /s/ Leon Greenberg
Leon Greenberg, Esq.
Nevada Bar No. 8094
21 2965 S. Jones Boulevard - Ste. E-3
Las Vegas, NV 89146
22 Tel (702) 383-6085
Attorney for the Class
23

24 ¹ The minimum wages owed at the \$7.25 an hour rate are not changed by using
25 the 12/31/15 "cutoff" for the partial summary judgment award. There were no \$7.25
26 an hour minimum wage deficiencies established by the payroll records, except for
27 nominal rounding errors totaling less than \$23.00 for the entire class, during the 2016
time period.

28 ² A signed copy of the Bass declaration will be filed shortly.

CERTIFICATE OF MAILING

The undersigned certifies that on February 23, 2017, she served the within:

**Plaintiffs' Supplement to Plaintiffs' Reply to
Defendants' Opposition to Plaintiffs' Motion for Partial
Summary Judgment**

by court electronic service to:

TO:

Esther C. Rodriguez, Esq.
RODRIGUEZ LAW OFFICES, P.C.
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145

/s/ Dana Sniegocki

Dana Sniegocki

EXHIBIT "A"

1 LEON GREENBERG, ESQ.
2 Nevada Bar No.: 8094
3 DANA SNIEGOCKI, ESQ.
4 Nevada Bar No.: 11715
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Attorneys for Plaintiffs

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10
11 MICHAEL MURRAY and
12 MICHAEL RENO, individually and
on behalf of all others similarly
situated,

13 Plaintiffs,

14 vs.

15 A CAB TAXI SERVICE LLC, A
16 CAB, LLC, and CREIGHTON J.
NADY,

17 Defendants.

Case No.: A-12-669926-C

DEPT.: I

DECLARATION OF CHARLES BASS

18 Charles Bass hereby affirms, under penalty of perjury, that:

19
20 1. I am self-employed as a computer systems and software consultant. I have
21 over 30 years of experience in working with computer spreadsheets and databases
22 including Microsoft Excel software. I previously provided a detailed declaration to
23 the Court that I signed on January 11, 2017 that discussed the summarization I
24 performed of the Excel files that were provided to me in this case.
25
26

27 2. Attorney Leon Greenberg, who I understand represents the plaintiffs (class
28 members) in this case has requested that I modify the summarization that I previously

1 performed and discussed in my January 11, 2017 declaration. He requested that I
2 reconstruct that summarization in the exact same manner as I describe in my January
3 11, 2017 declaration except that I limit the payroll periods so summarized to those that
4 have a "Pay Period End Date" that is *prior* to 1/1/2016 (the prior summarization I
5 performed included payroll periods through May of 2016). I have done so and
6 provided to Leon Greenberg that revised summarization, which, when printed,
7 consists of 529 pages and summarizes 14,263 pay periods. I have also provided to
8 Leon Greenberg a "per plaintiff" summary of that 529 page summary of such 14,263
9 pay periods with a "Pay Period End Date" *prior* to 1/1/2016. That "per plaintiff"
10 summary is attached to this declaration as Exhibit "1" and is the same form of
11 summary I provided at Exhibit "3" of my declaration of January 11, 2017, except that
12 it only covers the time period *prior* to 1/1/2016. Because the Exhibit "1" summary
13 that is attached covers a shorter time period it contains 65 fewer employees than the
14 Exhibit "3" summary of my declaration of January 11, 2017. That is because no
15 payroll records were given to me for those 65 employees that predate 1/1/2016. The
16 names of those 65 employees are set forth in the list attached to this declaration as
17 Exhibit "2."

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19
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24 3. The two summaries I discuss in paragraph 2, except for their shortened time
25 period (only using information for payroll periods ending *prior* to 1/1/2016), were
26 performed using the exact same process I describe in my January 11, 2017
27 declaration.
28

1 I have read the foregoing and affirm under penalty of perjury that the same is
2 true and correct.

3
4 Affirmed this day of February, 2017

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6 Charles M. Bass
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EXHIBIT "1"

EXHIBIT "1"

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
4	3861	Abarca	Enrique	6/21/2013	\$593.45	\$1,357.42	\$593.45
5	112948	Abdalla	Mustafa	12/18/2015	\$0.00	\$0.00	\$0.00
6	105408	Abdulle	Abdirashid	4/25/2014	\$165.36	\$356.69	\$347.62
7	3606	Abebe	Tamrat	1/31/2014	\$657.03	\$1,925.32	\$657.03
8	3302	Abraha	Tesfalem	10/11/2013	\$0.00	\$0.00	\$0.00
9	105813	Abt	Daniel	8/16/2013	\$891.35	\$1,943.49	\$891.35
10	2640	Abuel	Alan	12/18/2015	\$0.00	\$0.00	\$0.00
11	100221	Ackman	Charles	12/18/2015	\$385.21	\$1,337.95	\$385.21
12	25411	Adhanom	Tewoldebrhan	11/8/2013	\$124.16	\$250.17	\$250.17
13	113993	Afonso	Paolo	2/27/2015	\$0.00	\$91.16	\$91.16
14	100821	Agostino	Nicholas	2/13/2015	\$1,436.35	\$4,700.03	\$2,036.74
15	109164	Alardi	Steven	12/18/2015	\$0.00	\$51.18	\$51.18
16	114470	Ali	Meer	9/11/2015	\$0.00	\$303.07	\$303.07
17	100662	Alizadeh	Farid	1/2/2015	\$0.00	\$261.89	\$193.93
18	104525	Allegue	Yusnier	10/24/2014	\$1,414.77	\$3,584.08	\$1,705.80
19	2903	Allen	Otis	10/11/2013	\$1,014.75	\$2,228.82	\$1,014.75
20	25979	Alnaif	Abdul	6/6/2014	\$548.76	\$1,281.38	\$1,026.20
21	24802	Altamirano	Keith	12/18/2015	\$0.00	\$39.56	\$39.56
22	103822	Alvarado	Santiago	12/18/2015	\$94.08	\$429.10	\$233.23

	A	B	C	D	E	F	G
	<p>*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25 an hour for the remainder.</p> <p>For Class Hired after 3/14/13 rate is \$8.25 an hour for Waiting Period and \$7.25 an hour thereafter</p>						
1	<p>For Class at \$7.25 an Hour Minimum Wage and \$7.25 an Hour Minimum Wage</p>						
2	<p>For Class at \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter</p>						
3	<p>For Class at \$7.25 an Hour Minimum Wage and \$7.25 an Hour thereafter</p>						
23	24038	Anantagui	Kamol	3/28/2013	\$154.39	\$343.02	\$154.39
24	29709	Andersen	Jason	12/18/2015	\$0.00	\$366.27	\$99.07
25	106828	Anderson	Calvin	12/18/2015	\$802.14	\$3,120.79	\$802.14
26	114697	Anderson	Neal	12/18/2015	\$0.00	\$131.80	\$131.80
27	3943	Anderson	William	2/15/2013	\$289.40	\$576.85	\$289.40
28	3650	Anif	Janeid	12/18/2015	\$285.95	\$1,756.15	\$285.95
29	114669	Anon	Nelson	12/18/2015	\$0.00	\$391.74	\$333.07
30	111600	Aparicio	Reynaldo	9/25/2015	\$0.00	\$75.27	\$75.27
31	106151	Apodaca	Orlando	12/18/2015	\$0.00	\$1,380.01	\$527.48
32	3730	Arar	Isam	12/18/2015	\$581.19	\$3,745.84	\$581.19
33	104910	Archer	Bert	1/31/2014	\$362.37	\$753.21	\$753.21
34	3671	Arellano	Miguel	1/17/2014	\$16.79	\$185.41	\$16.79
35	3931	Arena	Francis	2/9/2013	\$235.28	\$491.15	\$235.28
36	25901	Armendinger	Shane	11/6/2015	\$0.00	\$0.00	\$0.00
37	8812	Arnold	Peter	1/30/2015	\$0.00	\$125.41	\$102.75
38	26553	Arnwine	Howard	12/18/2015	\$602.53	\$2,409.13	\$602.53
39	113714	Arrandt	Robert	12/18/2015	\$0.00	\$457.39	\$275.34
40	113763	Arroyo	Carlos	12/18/2015	\$0.00	\$130.23	\$130.23
41	114195	Arzola	Juan	12/18/2015	\$0.00	\$149.72	\$149.72
	<p>TOTAL FOR ALL EMPLOYEES OWED AT 3/14/2013</p>						

	A	B	C	D	E	F	G
1				*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25	Rate	For Class at \$7.25 an Hour Minimum Wage	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour
2				TOTAL FOR ALL EMPLOYEES OWED AT	\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
42	31622	Asefa	Wossen	8/30/2013	\$456.31	\$1,195.73	\$910.47
43	3828	Aseffa	Mulubahan	7/4/2014	\$912.92	\$2,133.95	\$912.92
44	28649	Asghar	Chaudhry	9/11/2015	\$0.00	\$486.93	\$308.80
45	113535	Astalos	Josip	4/10/2015	\$0.00	\$223.12	\$209.21
46	110476	Auberry	Glenn	6/20/2014	\$309.98	\$749.94	\$749.94
47	103560	Awad	Edward	12/18/2015	\$0.00	\$231.32	\$55.49
48	2926	Awalom	Alemayehu	2/19/2013	\$257.85	\$502.52	\$257.85
49	20210	Ba	Awa	5/22/2015	\$1,270.02	\$3,430.46	\$1,733.10
50	108404	Baca	James	3/26/2013	\$105.93	\$274.29	\$105.93
51	27358	Baca-Paez	Sergio	6/19/2015	\$731.07	\$2,316.40	\$731.07
52	112197	Bachelor	Mickieal	5/22/2015	\$0.00	\$534.98	\$93.62
53	114706	Bagley	Shaun	12/18/2015	\$0.00	\$199.43	\$199.43
54	113134	Baker	Jason	12/18/2015	\$0.00	\$82.51	\$82.51
55	3838	Baker	Timothy	8/2/2013	\$452.70	\$1,109.02	\$452.70
56	27315	Bakhtiari	Marco	4/24/2015	\$140.34	\$1,398.38	\$140.34
57	112015	Bambenek	Matthew	12/18/2015	\$337.56	\$1,733.68	\$871.98
58	112978	Bancod	Michael	12/18/2015	\$0.00	\$1,270.95	\$418.63
59	112193	Bandi	Pedram	7/18/2014	\$11.21	\$294.30	\$294.30
60	3909	Barbu	Ion	12/5/2014	\$1,817.08	\$5,121.14	\$1,817.08

	A	B	C	D	E	F	G
1				*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25	For Class at \$7.25 an Hour Minimum Wage Rate	For Class at \$8.25 an Hour for Waiting Period and \$7.25 an Hour Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period Thereafter
2				TOTAL FOR ALL EMPLOYEES OWED AT	\$174,423.39	\$648,521.46	\$268,624.79
3					Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
61	Account Number	Last Name	First Name	Last Payroll Check Date			
62	100158	Barnes	Benjamin	12/18/2015	\$1,551.14	\$4,646.06	\$1,551.14
63	16654	Barnhart	John	12/18/2015	\$0.00	\$567.45	\$163.37
64	26073	Barnola	Rafael	12/18/2015	\$0.00	\$57.18	\$57.18
65	107792	Barrameda	Danilo	3/14/2014	\$56.83	\$312.04	\$246.35
66	113542	Basoalto-San	Lucia	12/18/2015	\$0.00	\$214.05	\$214.05
67	2454	Batista	Eugenio	12/18/2015	\$0.00	\$0.00	\$0.00
68	25454	Bell	Jeffrey	4/25/2014	\$26.45	\$56.87	\$56.87
69	3622	Benel	Christian	4/9/2013	\$293.85	\$649.67	\$293.85
70	110687	Berger	James	12/18/2015	\$58.09	\$182.39	\$182.24
71	103219	Berichon	Mike	6/20/2014	\$947.14	\$2,472.39	\$1,265.58
72	112830	Bestard-Sanc	Vladimir	12/18/2015	\$0.00	\$336.95	\$261.66
73	23373	Bey	Ronald	12/18/2015	\$682.70	\$2,599.52	\$682.70
74	105871	Bilal	Haji	8/1/2014	\$0.00	\$79.95	\$79.95
75	29914	Bliss	Valerie	1/31/2014	\$124.09	\$251.34	\$251.34
76	112455	Blum	Arthur	3/14/2014	\$47.07	\$94.28	\$94.28
77	110126	Bones	Brian	11/21/2014	\$0.00	\$451.08	\$272.55
78	106621	Booth	Deborah	10/9/2015	\$0.00	\$212.82	\$212.82
79	3581	Borges	Antonio	12/18/2015	\$0.00	\$0.00	\$0.00
79	110770	Bosley	Thomas	8/1/2014	\$0.00	\$335.85	\$335.85

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
80	3723	Bowen	Christopher	1/18/2013	\$0.00	\$79.68	\$0.00
81	101034	Bower	Terry	12/18/2015	\$0.00	\$146.54	\$146.54
82	2056	Brauchle	Michael	9/13/2013	\$718.57	\$1,757.22	\$718.57
83	100299	Briski	Louis	4/25/2014	\$141.78	\$608.13	\$455.84
84	110579	Brooks	Jose	1/17/2014	\$46.30	\$96.91	\$96.91
85	3949	Brown	Daniel	12/18/2015	\$730.19	\$2,915.92	\$730.19
86	107492	Brown	Jimmy	12/18/2015	\$0.00	\$1,815.24	\$264.99
87	106299	Brown	Michael	7/3/2015	\$0.00	\$792.87	\$195.50
88	114240	Bucher	Larry	4/24/2015	\$0.00	\$0.00	\$0.00
89	28249	Bunns	Tommy	11/7/2014	\$564.89	\$1,929.63	\$1,225.13
90	111670	Burns	Brittany	10/25/2013	\$122.95	\$322.36	\$322.36
91	106463	Capone	Gary	12/18/2015	\$1,177.79	\$3,040.59	\$1,657.22
92	2660	Carracedo	Sonny	12/18/2015	\$0.00	\$100.08	\$0.00
93	3899	Casiello	Anthony	12/18/2015	\$0.00	\$466.17	\$0.00
94	102334	Castellanos	Joaquin	12/18/2015	\$419.56	\$3,002.61	\$1,010.07
95	23673	Castro	Willer	11/7/2014	\$0.00	\$432.11	\$385.89
96	103777	Castro-Jaen	Lazaro	11/20/2015	\$0.00	\$13.32	\$13.32
97	104310	Chana	Chen	3/27/2015	\$658.00	\$2,083.01	\$1,108.54
98	3831	Charouat	Malek	7/4/2014	\$0.00	\$0.00	\$0.00

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
99	24737	Charov	Ivaylo	8/30/2013	\$67.83	\$159.66	\$159.66
100	112394	Chavez	Rosemarie	3/28/2014	\$13.29	\$39.05	\$39.05
101	21398	Chenpanas	Surapan	12/18/2015	\$0.00	\$171.26	\$62.16
102	29301	Cicerchi	Michael	12/18/2015	\$0.00	\$20.84	\$0.00
103	108640	Cisneros	Corrina	10/24/2014	\$0.00	\$26.26	\$26.26
104	26783	Clark	Dennis	10/11/2013	\$513.57	\$1,322.52	\$1,124.45
105	31467	Clarke	Michael	4/11/2014	\$69.42	\$136.68	\$136.68
106	112446	Clarke	Reginald	7/18/2014	\$0.00	\$21.19	\$21.19
107	106890	Co	Pedro	12/18/2015	\$0.00	\$274.67	\$58.27
108	107430	Cobon	Karl	8/30/2013	\$1,023.14	\$2,061.05	\$1,643.24
109	3885	Cohoon	Thomas	9/12/2014	\$1,276.49	\$3,841.17	\$1,276.49
110	102415	Collier	Ella	3/13/2015	\$0.00	\$218.78	\$218.78
111	108716	Collins	Steven	7/31/2015	\$0.00	\$252.31	\$252.31
112	21803	Coloma-Guen	Danilo	9/25/2015	\$0.00	\$28.00	\$0.00
113	105765	Colt	Brian	3/27/2015	\$0.00	\$0.00	\$0.00
114	108041	Comeau	Brian	8/29/2014	\$70.76	\$308.89	\$232.50
115	3738	Conway	James	4/9/2013	\$387.65	\$984.16	\$387.65
116	112398	Corona	Fernando	1/2/2015	\$775.97	\$2,591.71	\$1,332.04
117	2051	Costello	Brad	12/18/2015	\$390.33	\$2,466.70	\$390.33

	A	B	C	D	E	F	G
1				*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25	Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2				TOTAL FOR ALL EMPLOYEES OWED AT	\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
118	15756	Craddock	Mason	12/18/2015	\$0.00	\$385.03	\$265.62
119	3935	Craffey	Richard	1/2/2015	\$620.77	\$2,265.57	\$620.77
120	23774	Crawford	Darryl	3/14/2014	\$41.69	\$217.17	\$217.17
121	112510	Crawford	Dustin	12/18/2015	\$0.00	\$400.43	\$166.76
122	21457	Crawford	Maximillian	1/30/2015	\$156.56	\$501.77	\$369.39
123	30300	Cruz-Decastr	Antonio	3/7/2013	\$47.37	\$92.59	\$47.37
124	109193	Cursoli	Janine	2/13/2015	\$0.00	\$54.35	\$54.35
125	109796	Curtin	Ronald	12/18/2015	\$1,891.68	\$5,672.31	\$2,430.63
126	112564	Cylark	Billy	12/18/2015	\$0.00	\$743.69	\$371.77
127	109130	Dacayanan	Liza	12/18/2015	\$515.01	\$3,016.15	\$901.17
128	23948	Daffron	Daniel	12/18/2015	\$1,242.13	\$4,065.77	\$1,242.13
129	32238	Daggett	Rudolph	10/25/2013	\$618.68	\$1,374.83	\$972.34
130	113062	Daghlawi	Rahim	10/9/2015	\$0.00	\$0.00	\$0.00
131	110936	Daniels	James	12/18/2015	\$57.14	\$473.38	\$241.92
132	103226	Dash	Eric	3/13/2015	\$0.00	\$456.52	\$357.02
133	101103	Davila-Romer	Monica	11/8/2013	\$58.85	\$119.28	\$119.28
134	111137	Dejacto	Giovanna	12/18/2015	\$660.42	\$2,391.86	\$1,238.11
135	25935	Delgado	Carlos	1/2/2015	\$105.26	\$1,510.27	\$559.91
136	109293	Delligatti	Carmine	3/13/2015	\$0.00	\$116.29	\$116.29

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
137	2057	DeMarco	William	6/21/2013	\$168.08	\$437.54	\$168.08
138	112508	Demick	William	12/18/2015	\$0.00	\$1,280.37	\$326.85
139	31358	Deresu	Getu	5/22/2015	\$0.00	\$149.92	\$129.34
140	3936	Dial	Donald	12/18/2015	\$807.12	\$2,615.78	\$807.12
141	111062	Diamond	Jeffrey	1/3/2014	\$273.19	\$618.63	\$618.63
142	3905	Dillard	Corey	3/19/2013	\$267.74	\$600.08	\$267.74
143	2031	Dinok	Ildiko	3/15/2013	\$283.54	\$588.99	\$283.54
144	111351	Diomande	Almamy	12/18/2015	\$0.00	\$195.34	\$0.00
145	6832	Dionas	John	11/22/2013	\$87.73	\$168.64	\$168.64
146	3756	Disbrow	Ronald	12/18/2015	\$627.36	\$3,388.32	\$627.36
147	3395	Dixon	Julius	12/18/2015	\$0.00	\$56.30	\$0.00
148	111077	Dominguez	Carlos	11/7/2014	\$0.00	\$506.29	\$358.38
149	3478	Dontchev	Nedeltcho	8/30/2013	\$456.89	\$1,441.70	\$456.89
150	114946	Dopson	Gary	12/18/2015	\$0.00	\$277.79	\$277.79
151	113058	Douzat	Michael	12/5/2014	\$0.00	\$251.03	\$169.24
152	106763	Doyle	William	8/2/2013	\$304.91	\$616.43	\$616.43
153	2871	Draper	Ivan	6/21/2013	\$212.72	\$476.22	\$212.72
154	113030	Dubaniewicz	Anna	11/21/2014	\$0.00	\$165.70	\$165.70
155	110273	Dufton	John	9/11/2015	\$0.00	\$604.31	\$366.37

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
156	3916	Duna	Lawrence	3/11/2013	\$259.80	\$508.28	\$259.80
157	2006	Durtschi	Jeffrey	12/18/2015	\$0.00	\$13.65	\$0.00
158	115072	Dutton	Dionne	12/4/2015	\$0.00	\$34.14	\$34.14
159	100046	Dymond	Ernest	3/23/2013	\$62.96	\$159.89	\$159.89
160	112745	Ebert	Michael	12/18/2015	\$0.00	\$36.75	\$0.00
161	105512	Eckersley	Richard	3/27/2015	\$0.00	\$176.31	\$176.31
162	2637	Edwards	Jeffrey	12/18/2015	\$366.35	\$2,594.68	\$366.35
163	3381	Egan	Joseph	10/9/2015	\$538.59	\$3,540.02	\$538.59
164	3595	Ekoue	Ayi	12/18/2015	\$297.47	\$1,339.95	\$297.47
165	111822	Elgandy	Mohamed	6/6/2014	\$96.88	\$202.11	\$202.11
166	18678	Eliades	George	7/5/2013	\$272.83	\$564.46	\$564.46
167	109641	Emling	Paul	12/18/2015	\$35.76	\$313.87	\$35.76
168	106698	Emter	Christopher	12/20/2013	\$124.52	\$305.67	\$305.67
169	3567	Ernst	William	3/3/2013	\$137.39	\$281.16	\$137.39
170	108744	Esparza	Francisco	12/18/2015	\$0.00	\$1,676.80	\$449.72
171	113958	Estes	Danielle	2/13/2015	\$0.00	\$26.20	\$26.20
172	14595	Estrada	Jorge	12/18/2015	\$0.00	\$30.12	\$30.12
173	29981	Fair	Kirby	10/10/2014	\$496.57	\$1,719.13	\$881.22
174	112418	Faye	Pape	12/18/2015	\$0.00	\$0.00	\$0.00

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
175	104153	Feller	Anthony	12/18/2015	\$0.00	\$435.44	\$213.49
176	108011	Fernandez-Le	Alexander	12/18/2015	\$0.00	\$44.29	\$34.43
177	3549	Fesehazion	Teabe	12/18/2015	\$237.26	\$2,251.91	\$237.26
178	113485	Fields	Caluquette	4/10/2015	\$0.00	\$595.64	\$364.25
179	111068	Fillatov	Andrey	8/2/2013	\$20.19	\$44.46	\$44.46
180	3877	Filfel	Kamal	11/8/2013	\$1,272.38	\$2,809.45	\$1,272.38
181	109381	Fitzsimmons	Marc	12/18/2015	\$327.92	\$1,819.13	\$731.63
182	111729	Flanders	Mary	9/11/2015	\$208.19	\$760.78	\$562.93
183	30616	Flores	Abner	12/18/2015	\$0.00	\$1,250.79	\$482.26
184	114873	Flournoy	Carr	12/18/2015	\$0.00	\$497.34	\$308.42
185	3939	Ford	Todd	1/2/2015	\$982.51	\$3,869.53	\$982.51
186	30746	Foronda	Gil	1/30/2015	\$0.00	\$36.61	\$36.61
187	25493	Fragoza	Michael	12/18/2015	\$0.00	\$300.90	\$109.56
188	107590	Galtieri	Frank	7/19/2013	\$269.32	\$517.73	\$517.73
189	24791	Garcia	Anthony	12/18/2015	\$0.00	\$666.08	\$0.00
190	2782	Garcia	John	12/18/2015	\$1,477.82	\$5,833.02	\$1,477.82
191	3652	Garcia	Miguel	2/14/2014	\$68.42	\$651.03	\$68.42
192	26636	Garrett	Kathleen	1/24/2013	\$20.07	\$50.07	\$20.07
193	111531	Gay	Phillip	12/18/2015	\$0.00	\$869.39	\$439.37

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
194	113914	Gazzara	Anthony	12/18/2015	\$0.00	\$988.33	\$392.02
195	107680	Gbajumo	Osawonyi	12/19/2014	\$0.00	\$285.99	\$225.57
196	29297	Gebremicheal	Yohannes	12/18/2015	\$0.00	\$768.29	\$265.99
197	31780	Gilbert	David	12/18/2015	\$0.00	\$168.13	\$168.13
198	3696	Gillett	David	12/18/2015	\$452.35	\$1,975.39	\$452.35
199	31076	Glaser	Stephen	7/18/2014	\$153.87	\$506.28	\$506.28
200	3121	Gleason	John	10/23/2015	\$504.80	\$2,244.48	\$504.80
201	114601	Godfrey	Brenda	12/18/2015	\$0.00	\$0.00	\$0.00
202	3762	Godsey	Kelly	8/16/2013	\$410.17	\$1,363.91	\$410.17
203	106897	Goettsche	Dale	12/18/2015	\$31.60	\$270.97	\$31.60
204	31840	Gokcek	Guney	2/28/2014	\$99.83	\$198.99	\$198.99
205	114627	Gomez	Osbaldo	8/28/2015	\$0.00	\$125.86	\$125.86
206	3903	Gonzalez	Luis	1/27/2013	\$51.04	\$106.79	\$51.04
207	111390	Gonzalez	Pedro	8/30/2013	\$263.79	\$577.43	\$577.43
208	3929	Gonzalez-Rui Jose		1/9/2013	\$0.00	\$0.00	\$0.00
209	115000	Goree	Latia	12/4/2015	\$0.00	\$171.53	\$171.53
210	3391	Grafton	Natasha	7/19/2013	\$72.36	\$501.41	\$72.36
211	24757	Granchelle	Andrew	4/10/2015	\$700.68	\$2,643.78	\$1,105.62
212	102141	Gray	Charles	12/18/2015	\$0.00	\$75.90	\$75.90

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
213	19253	Gray	Gary	12/18/2015	\$2,076.08	\$5,303.30	\$2,076.08
214	111916	Gray	Kenneth	12/18/2015	\$0.00	\$434.57	\$272.01
215	109992	Gray	Steven	10/10/2014	\$0.00	\$0.00	\$0.00
216	18964	Guerrero	Daniel	8/14/2015	\$1,211.23	\$5,492.23	\$1,948.23
217	112337	Gutierrez	Carlos	3/27/2015	\$0.00	\$1,129.03	\$484.19
218	102800	Habte	Micheal	12/18/2015	\$0.00	\$0.00	\$0.00
219	16636	Hallowell	William	12/18/2015	\$0.00	\$48.36	\$48.36
220	111568	Hammoud	Wissam	12/6/2013	\$618.64	\$1,276.00	\$1,206.60
221	21446	Handlon	Michael	12/4/2015	\$649.91	\$2,226.69	\$649.91
222	3402	Hansen	Jordan	12/18/2015	\$44.50	\$303.84	\$44.50
223	29609	Haralambov	Valko	6/19/2015	\$203.78	\$866.68	\$608.49
224	27832	Harding	David	10/24/2014	\$0.00	\$148.37	\$118.23
225	27630	Harraki	Said	6/21/2013	\$0.00	\$0.00	\$0.00
226	113504	Harris	Charlene	6/5/2015	\$0.00	\$468.98	\$244.77
227	3855	Harris	Dennis	12/18/2015	\$1,157.48	\$5,326.21	\$1,157.48
228	115097	Harris	James	12/18/2015	\$0.00	\$86.95	\$86.95
229	3941	Harrison	Andrew	1/31/2014	\$297.76	\$860.64	\$297.76
230	24039	Hart	Brandi	7/19/2013	\$162.45	\$311.05	\$311.05
231	19800	Hasbrouck	Ronald	12/18/2015	\$0.00	\$27.35	\$27.35

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
232	3742	Haskell	William	1/17/2014	\$1,070.78	\$2,664.64	\$1,070.78
233	112912	Hassanzadeh	Davoud	12/18/2015	\$0.00	\$432.75	\$361.37
234	102378	Hatch	Frank	12/18/2015	\$0.00	\$433.30	\$170.94
235	115043	Hawkins	Devin	12/18/2015	\$0.00	\$81.38	\$81.38
236	3808	Hays	Larry	11/8/2013	\$729.17	\$2,357.57	\$729.17
237	109457	Hearne	Stephen	7/19/2013	\$188.99	\$382.66	\$382.66
238	110194	Henderson	Lloyd	9/27/2013	\$467.13	\$1,382.67	\$1,114.68
239	3933	Hendricks	Mark	3/3/2013	\$290.90	\$581.11	\$290.90
240	101555	Hernandez	Rene	6/20/2014	\$272.18	\$563.47	\$563.47
241	107072	Hernandez-O	Amilcar	6/7/2013	\$219.91	\$593.45	\$219.91
242	114928	Herrlich	Curt	12/18/2015	\$0.00	\$182.18	\$182.18
243	112038	Hill	Douglas	2/14/2014	\$294.63	\$620.38	\$620.38
244	109792	Hinds	Monroe	8/30/2013	\$304.22	\$1,017.59	\$939.29
245	2097	Hinks	Dana	12/18/2015	\$298.39	\$1,755.06	\$298.39
246	2464	Hodge	Lee	7/31/2015	\$1,043.84	\$4,713.06	\$1,043.84
247	32082	Hoffman	Gary	12/18/2015	\$0.00	\$341.06	\$187.78
248	3864	Holler	Alfonso	2/6/2013	\$56.29	\$200.81	\$56.29
249	3809	Hollis	James	2/28/2014	\$0.00	\$134.11	\$0.00
250	3822	Holt	John	2/10/2013	\$178.55	\$409.36	\$178.55

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
251	111071	Horton	Charles	12/19/2014	\$0.00	\$310.19	\$240.83
252	113529	Horvath	Zoltan	12/18/2015	\$0.00	\$79.91	\$79.91
253	109584	Hosley	Tracie	8/16/2013	\$185.20	\$389.01	\$389.01
254	113402	Hovhannisyan	Torgom	1/16/2015	\$0.00	\$283.38	\$283.38
255	31648	Hu	Karl	7/4/2014	\$137.49	\$314.56	\$314.56
256	111522	Huene	Sidney	7/31/2015	\$0.00	\$1,024.47	\$454.56
257	27788	Hurd	Donald	9/12/2014	\$562.93	\$1,534.38	\$966.94
258	2751	Hurtado	Hubert	12/18/2015	\$1,593.12	\$4,909.67	\$1,593.12
259	3835	Hussien	Leykun	1/27/2013	\$0.00	\$154.11	\$0.00
260	17189	Imran	Muhammad	8/2/2013	\$104.12	\$262.24	\$154.42
261	3187	Isaac	Edsel	12/18/2015	\$0.00	\$78.87	\$0.00
262	108273	Isanan	Claro	1/17/2014	\$199.02	\$433.84	\$433.84
263	107191	Ivanov	Yordan	12/6/2013	\$74.55	\$164.11	\$164.11
264	3928	Jackson	Anthony	1/8/2013	\$0.00	\$0.00	\$0.00
265	108839	Jackson	Frederick	6/5/2015	\$1,013.02	\$4,767.43	\$1,013.02
266	3701	Jackson	Willie	2/1/2013	\$88.63	\$164.88	\$88.63
267	107992	Jacobi	Donald	12/18/2015	\$1,157.97	\$3,881.45	\$1,789.73
268	20466	Jafarian	Moharram	3/13/2015	\$13.55	\$146.52	\$122.01
269	3020	Jarmosco	John	12/18/2015	\$0.00	\$0.00	\$0.00

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay day Waiting Period after 5/31/2014	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
270	15638	Jawaid	Shaikh	12/18/2015	\$0.00	\$190.86	\$0.00
271	2412	Jelancic	Vladko	7/5/2013	\$446.76	\$1,216.30	\$446.76
272	28842	Jimerson-Ces Jo		12/18/2015	\$0.00	\$513.55	\$437.61
273	3151	Johnson	Kennard	6/21/2013	\$50.54	\$345.12	\$50.54
274	3602	Johnson	Tony	4/4/2014	\$0.00	\$0.00	\$0.00
275	3784	Joseph	Leroy	11/22/2013	\$1,616.76	\$3,728.29	\$1,616.76
276	111813	Kadir	Tura	11/8/2013	\$23.88	\$62.06	\$62.06
277	106642	Kadri	Abdelkrim	7/4/2014	\$10.24	\$231.03	\$231.03
278	3772	Kaiyoorawong	Chaipan	3/28/2014	\$1,477.36	\$3,722.93	\$1,477.36
279	101942	Kalimba	Gaston	1/17/2014	\$530.48	\$1,295.36	\$931.38
280	29542	Kang	Chong	12/18/2015	\$0.00	\$60.01	\$0.00
281	106153	Keller	Roger	12/18/2015	\$390.90	\$2,213.63	\$931.86
282	2736	Kenary	Brian	12/18/2015	\$230.90	\$1,647.25	\$230.90
283	3484	Kern	Gary	8/28/2015	\$2,969.95	\$8,111.05	\$2,969.95
284	27999	Khan	Zia-Ur-Rehmar	12/18/2015	\$0.00	\$1,021.71	\$134.31
285	107692	Kim	Chang	12/18/2015	\$0.00	\$225.47	\$194.54
286	105794	Kimler	Ryan	3/1/2013	\$198.87	\$404.80	\$198.87
287	111283	Kissel	Sean	8/14/2015	\$51.23	\$796.35	\$159.96
288	3893	Klein	Phillip	12/18/2015	\$2,443.66	\$7,054.87	\$2,443.66

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
289	114375	Ko	Kuen	12/18/2015	\$0.00	\$91.50	\$85.62
290	3630	Kogan	Martin	12/18/2015	\$1,797.80	\$4,668.85	\$1,797.80
291	105627	Kronenberg	Arthur	12/4/2015	\$0.00	\$1,269.30	\$329.70
292	3946	Kruse	Linda	1/8/2013	\$0.00	\$0.00	\$0.00
293	103826	Kull	William	12/18/2015	\$135.94	\$341.87	\$271.34
294	107625	Lafarge	Jeannine	12/18/2015	\$0.00	\$17.92	\$17.92
295	111231	Lant	Mark	12/6/2013	\$694.00	\$1,440.70	\$1,132.76
296	25362	Lathan	Joseph	1/31/2014	\$131.97	\$411.45	\$131.97
297	114766	Laughinghouse	Charles	12/18/2015	\$0.00	\$193.53	\$124.86
298	111290	Lay	Gilbert	11/20/2015	\$139.80	\$659.24	\$517.83
299	3685	Leal	Jill	12/18/2015	\$536.95	\$2,312.90	\$536.95
300	18960	Lee	Melvin	5/8/2015	\$469.33	\$1,530.94	\$883.01
301	108034	Leonardi	Kevin	12/18/2015	\$0.00	\$65.04	\$0.00
302	29012	Lin	Natalie	9/12/2014	\$0.00	\$10.28	\$10.28
303	25522	Link	Peter	9/12/2014	\$505.82	\$1,643.97	\$505.82
304	15804	Little	Dennis	12/18/2015	\$96.00	\$1,476.87	\$96.00
305	112296	Loebig	Roxana	8/15/2014	\$0.00	\$274.82	\$274.82
306	112729	Logan	Lashawn	7/18/2014	\$0.00	\$87.58	\$87.58
307	3945	Lombana	Francisco	3/1/2013	\$51.80	\$107.46	\$51.80

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
308	111405	Lopez-Silvero	Fidel	7/18/2014	\$81.02	\$324.86	\$324.86
309	18903	Lozada	Giovanni	12/18/2015	\$0.00	\$0.00	\$0.00
310	3778	Macato	Jaime	12/18/2015	\$1,330.78	\$4,713.70	\$1,330.78
311	27467	Maciel	Luis	2/27/2015	\$0.00	\$378.42	\$378.42
312	20936	Madi	Adam	9/27/2013	\$137.47	\$300.64	\$300.64
313	107940	Maharit	Khamkrung	1/17/2014	\$63.98	\$141.49	\$141.49
314	18640	Mahtani	Ratan	12/18/2015	\$0.00	\$1,072.95	\$434.19
315	100830	Mahyar	Yamine	12/18/2015	\$0.00	\$94.76	\$94.76
316	2757	Majors	John	12/18/2015	\$2,690.25	\$7,595.30	\$2,690.25
317	31483	Malapira	Roberto	10/23/2015	\$0.00	\$1,004.54	\$405.75
318	22809	Manitien	Ted	6/6/2014	\$13.83	\$33.78	\$33.78
319	3890	Manor	Quincy	2/12/2013	\$117.68	\$253.32	\$117.68
320	3583	Maras	Maria	12/18/2015	\$271.45	\$1,696.44	\$271.45
321	113874	Marino	Joseph	3/13/2015	\$0.00	\$217.16	\$217.16
322	25853	Mari-Santa Cr	Samuel	12/18/2015	\$0.00	\$705.91	\$383.00
323	112241	Martin	Thomas	9/25/2015	\$0.00	\$118.13	\$118.13
324	106666	Martinez	Arturo	4/2/2013	\$63.48	\$152.20	\$63.48
325	110053	Martinez	Francisco	12/18/2015	\$1,713.26	\$5,137.22	\$2,179.65
326	100287	Martins	Julio	8/30/2013	\$298.27	\$870.71	\$812.75

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
327	110618	Mastrio	Pamela	12/18/2015	\$234.23	\$2,229.72	\$539.30
328	110108	Mathis	George	7/19/2013	\$297.42	\$573.10	\$573.10
329	110395	Maxwell	Charles	12/18/2015	\$0.00	\$407.14	\$193.52
330	103078	Mayer	Zygmund	12/18/2015	\$0.00	\$92.72	\$92.72
331	108405	Mcarthur	David	6/20/2014	\$0.00	\$39.83	\$39.83
332	111284	McCall	Melvin	6/6/2014	\$169.85	\$385.48	\$385.48
333	111199	McCarroll-Jon	Claudia	9/27/2013	\$17.52	\$36.61	\$36.61
334	2587	McCarter	Patrick	12/18/2015	\$1,912.60	\$6,167.15	\$1,912.60
335	111443	McDonald	Mary	12/19/2014	\$0.00	\$665.51	\$319.90
336	107427	McDougle	Jeffrey	7/3/2015	\$124.87	\$719.73	\$300.49
337	113696	McGinn	Randall	12/18/2015	\$0.00	\$68.40	\$36.13
338	107915	McLaren	Russell	4/24/2015	\$0.00	\$916.77	\$265.89
339	25641	McSkimming	John	12/18/2015	\$901.92	\$2,677.01	\$1,462.31
340	26684	Mechenie	Florin	9/25/2015	\$0.00	\$0.00	\$0.00
341	101698	Mecke	Robert	12/18/2015	\$0.00	\$432.44	\$432.44
342	109610	Mejicano-Vare	Hugo	9/25/2015	\$0.00	\$0.00	\$0.00
343	2596	Meloro	Paul	8/29/2014	\$1,116.73	\$3,099.72	\$1,116.73
344	102328	Meyer	Ronald	10/10/2014	\$53.72	\$396.80	\$298.72
345	110334	Michilena	Luis	3/28/2014	\$66.26	\$138.34	\$138.34

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
346	29265	Micu	Emilio	12/18/2015	\$0.00	\$489.33	\$193.51
347	114922	Middleton	Shawn	12/18/2015	\$0.00	\$305.80	\$221.04
348	30196	Miller	Jason	12/18/2015	\$983.37	\$2,835.55	\$1,524.14
349	17855	Milliron	Darrol	12/6/2013	\$140.57	\$344.69	\$140.57
350	3620	Mindyas	James	1/12/2013	\$0.00	\$0.00	\$0.00
351	31966	Mitrikov	Iiko	10/10/2014	\$1,243.11	\$3,600.77	\$1,243.11
352	104887	Miyazaki	Nisaburo	4/25/2014	\$563.88	\$1,503.47	\$563.88
353	112009	Mock	Karen	12/18/2015	\$0.00	\$1,270.20	\$327.53
354	101935	Mohamed	Hamza	12/18/2015	\$0.00	\$17.42	\$17.42
355	105284	Monforte	Peter	12/18/2015	\$2,358.71	\$5,904.44	\$2,358.71
356	3882	Monteagudo	Oscar	2/11/2013	\$200.48	\$380.90	\$200.48
357	3913	Moore	Aileen-Louise	4/25/2014	\$205.64	\$1,458.76	\$205.64
358	30777	Moore	Jimmy	12/18/2015	\$0.00	\$209.31	\$209.31
359	18520	Morales	Tomas	9/11/2015	\$0.00	\$0.00	\$0.00
360	3664	Moreno	James	12/18/2015	\$1,953.07	\$6,360.18	\$1,953.07
361	112561	Morgan	SherryI	12/18/2015	\$0.00	\$445.00	\$166.26
362	8321	Morris	Thomas	12/18/2015	\$2,085.35	\$5,974.82	\$2,085.35
363	106703	Mosely	David	5/23/2014	\$1,143.38	\$2,121.25	\$1,665.07
364	28917	Motazedli	Kamran	9/27/2013	\$181.66	\$389.59	\$389.59

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
365	27059	Mottaghian	Joseph	7/3/2015	\$30.98	\$546.53	\$180.55
366	107704	Muhtari	Abdulrahman	12/4/2015	\$141.39	\$1,133.34	\$141.39
367	109569	Munoz-Fernar	Ariel	12/18/2015	\$0.00	\$136.46	\$116.78
368	3847	Murawski	Richard	12/18/2015	\$313.28	\$1,540.10	\$313.28
369	108427	Murray	Joseph	3/28/2014	\$0.00	\$10.31	\$10.31
370	107440	Nantista	Peter	10/23/2015	\$212.28	\$2,002.10	\$212.28
371	3859	Nazarov	Mikael	10/10/2014	\$1,198.57	\$3,543.66	\$1,198.57
372	102656	Nedyalkov	Atanas	9/27/2013	\$321.59	\$764.52	\$764.52
373	113865	Nelson	Jack	12/18/2015	\$0.00	\$79.96	\$79.96
374	111494	Nemeth	Zoltan	12/19/2014	\$353.54	\$1,696.45	\$773.12
375	25190	Ngo	Tuan	8/15/2014	\$1,290.15	\$3,185.57	\$1,290.15
376	28989	Nolan	Eamonn	2/15/2013	\$107.87	\$212.40	\$107.87
377	3876	Norvell	Chris	7/4/2014	\$3,062.78	\$6,518.99	\$3,062.78
378	30295	Ogbazghi	Dawit	12/18/2015	\$0.00	\$0.00	\$0.00
379	3753	Olen	Virginia	8/2/2013	\$334.25	\$1,075.73	\$334.25
380	27001	Olson	David	12/18/2015	\$0.00	\$555.05	\$351.33
381	3868	Olson	Eric	11/20/2015	\$0.00	\$43.32	\$0.00
382	107567	Ordaz	Guillermo	12/18/2015	\$0.00	\$959.89	\$342.46
383	104938	Ortega	Paul	10/24/2014	\$47.24	\$428.35	\$286.62

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
384	25832	Osterman	Victor	7/17/2015	\$133.00	\$951.04	\$260.89
385	3717	Ozgulgec	Tunc	12/18/2015	\$499.02	\$3,027.51	\$499.02
386	110552	Padilla	Rosemarie	12/18/2015	\$0.00	\$771.75	\$420.41
387	31283	Pak	Sam	12/18/2015	\$0.00	\$0.00	\$0.00
388	113324	Palomo	Louis	12/19/2014	\$0.00	\$51.07	\$51.07
389	106025	Paone	Chris	6/6/2014	\$1,093.84	\$2,468.37	\$1,622.97
390	111204	Papania	George	7/3/2015	\$0.00	\$1,026.84	\$408.25
391	22498	Paris	John	12/18/2015	\$0.00	\$240.75	\$240.75
392	3597	Pariso	David	5/10/2013	\$456.07	\$1,153.67	\$456.07
393	109637	Park	Danny	10/9/2015	\$38.85	\$260.74	\$184.46
394	16676	Parker	Gary	12/6/2013	\$1,387.79	\$2,808.94	\$1,387.79
395	3884	Parmenter	William	10/11/2013	\$1,198.59	\$2,955.28	\$1,198.59
396	112670	Parry	Keith	12/18/2015	\$0.00	\$540.99	\$243.78
397	112644	Partipilo	Michael	3/13/2015	\$0.00	\$1,275.18	\$385.44
398	19858	Passera	Charles	10/10/2014	\$65.93	\$683.92	\$203.95
399	110625	Patricio	Joseph	8/28/2015	\$0.00	\$1,244.37	\$270.02
400	3624	Patry	Michael	2/1/2013	\$66.89	\$151.72	\$66.89
401	112811	Peace	Kimberly	7/4/2014	\$241.57	\$467.64	\$467.64
402	29536	Peacock	Paula	7/18/2014	\$118.57	\$373.99	\$373.99

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
403	3806	Pearson	Jon	12/18/2015	\$380.51	\$1,663.65	\$380.51
404	31112	Peer	Yuda	6/20/2014	\$82.53	\$232.16	\$232.16
405	111257	Petculescu	Ciprian	5/23/2014	\$28.97	\$56.33	\$56.33
406	15968	Peterson	Kenneth	12/18/2015	\$0.00	\$125.43	\$0.00
407	1076	Peterson	Steven	12/18/2015	\$810.09	\$2,918.68	\$810.09
408	109615	Pham	Benjamin	3/27/2015	\$0.00	\$340.02	\$260.46
409	109904	Phillips	Gary	10/9/2015	\$0.00	\$170.79	\$155.27
410	106089	Phillips	Larry	12/18/2015	\$881.80	\$4,401.66	\$1,497.96
411	3523	Pilkington	Margaret	7/3/2015	\$664.24	\$1,913.06	\$664.24
412	107617	Pineda	Carlos	8/29/2014	\$2,994.17	\$6,482.88	\$3,738.18
413	2826	Pitts	Amir	12/18/2015	\$0.00	\$18.59	\$0.00
414	112342	Pizzimenti	Santo	12/18/2015	\$0.00	\$692.09	\$248.72
415	26679	Polchinski	Paul	12/18/2015	\$111.37	\$855.20	\$396.05
416	31149	Pony	David	3/1/2014	\$51.52	\$341.35	\$341.35
417	110913	Pouyan	Koosha	7/3/2015	\$0.00	\$791.17	\$353.64
418	106825	Preza	Rowena	12/18/2015	\$0.00	\$615.09	\$150.01
419	114717	Price	Mark	8/14/2015	\$0.00	\$0.00	\$0.00
420	109600	Prince	Gregory	12/19/2014	\$0.00	\$745.99	\$66.55
421	109845	Pruitt	Charles	12/18/2015	\$0.00	\$1,014.54	\$359.99

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
422	26363	Punzalan	Luciano	6/6/2014	\$236.08	\$584.50	\$584.50
423	23178	Raffensparger	Jeffrey	12/18/2015	\$0.00	\$176.92	\$0.00
424	107548	Rainey	James	8/15/2014	\$219.28	\$897.73	\$613.33
425	113507	Ramirez-Ram	Omar	12/18/2015	\$0.00	\$16.28	\$16.28
426	103060	Ramos	David	10/23/2015	\$0.00	\$1,340.67	\$289.92
427	3812	Ray	William	12/18/2015	\$0.00	\$127.52	\$0.00
428	108758	Regans	Mark	4/11/2014	\$379.98	\$791.34	\$791.34
429	2237	Relopez	Craig	12/18/2015	\$584.96	\$3,390.85	\$584.96
430	110975	Reynolds	Joseph	9/12/2014	\$0.00	\$17.97	\$17.97
431	113964	Rezaei	Ryan	12/18/2015	\$0.00	\$178.16	\$131.27
432	114453	Riazi	Sayedmohamn	10/9/2015	\$0.00	\$12.34	\$12.34
433	113948	Riazi	Sayedmohamn	12/18/2015	\$0.00	\$169.09	\$152.80
434	109604	Richards	John	4/24/2015	\$0.00	\$806.11	\$313.75
435	111456	Riek	Roger	6/5/2015	\$0.00	\$1,536.56	\$414.14
436	14261	Riipi	Karl	12/18/2015	\$126.47	\$1,822.87	\$596.87
437	109502	Rios-Lopez	Oscar	5/10/2013	\$189.76	\$390.07	\$390.07
438	107701	Risby	Clifford	1/17/2014	\$1,060.42	\$2,254.21	\$1,578.98
439	111756	Risco	Pedro	10/24/2014	\$554.56	\$1,684.31	\$1,125.14
440	3191	Rivas	Victor	3/8/2013	\$143.92	\$371.96	\$143.92

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay day Waiting Period after 5/31/2014	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
441	104109	Rivero-Vera	Raul	8/1/2014	\$288.88	\$767.21	\$685.26
442	101317	Rivers	Willie	9/27/2013	\$642.53	\$1,279.60	\$1,244.02
443	3305	Roberson	Ronnie	1/18/2013	\$0.00	\$0.00	\$0.00
444	111648	Robinson	Jeffrey	12/18/2015	\$0.00	\$1,612.23	\$242.14
445	104171	Robinson	Mikalani	12/18/2015	\$398.94	\$3,815.92	\$825.31
446	3629	Robles	Mark	9/26/2014	\$0.00	\$174.14	\$0.00
447	114033	Rodde	Thomas	12/18/2015	\$0.00	\$685.00	\$434.75
448	31847	Rodriguez	Armando	2/27/2015	\$30.79	\$909.13	\$365.50
449	3814	Rohlas	Polly	12/18/2015	\$1,375.64	\$4,103.18	\$1,375.64
450	112238	Rojas	Anthony	9/11/2015	\$0.00	\$875.07	\$174.58
451	111882	Rojas-Perez	Jose	7/17/2015	\$0.00	\$1,454.20	\$405.99
452	114618	Romero	James	12/18/2015	\$0.00	\$375.91	\$375.91
453	108742	Ross	Lee	7/18/2014	\$174.37	\$419.40	\$419.40
454	111078	Ross	Sherman	12/18/2015	\$0.00	\$1,072.19	\$490.61
455	3912	Rousseau	James	3/1/2013	\$325.14	\$616.78	\$325.14
456	115163	Rozowski	Frank	12/18/2015	\$0.00	\$54.19	\$54.19
457	3477	Ruiz	Travis	5/22/2015	\$148.12	\$1,014.01	\$148.12
458	107934	Ryan	John	10/10/2014	\$0.00	\$263.80	\$263.80
459	30644	Sabitian	Ali	3/13/2015	\$0.00	\$105.87	\$105.87

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
460	3944	Sadler	James	1/25/2013	\$82.91	\$223.91	\$82.91
461	3042	Saleh	Jemal	8/29/2014	\$1,121.78	\$3,605.96	\$1,121.78
462	103096	Sam	Phea	10/24/2014	\$625.84	\$2,076.49	\$1,192.07
463	112826	Sameh	Abdul	12/18/2015	\$0.00	\$115.19	\$34.05
464	21811	Sameli	Sabino	12/6/2013	\$921.22	\$1,840.58	\$1,383.71
465	29249	Sameni	Abbas	12/18/2015	\$0.00	\$1,622.42	\$375.34
466	100128	Sampson	James	7/3/2015	\$148.14	\$1,208.41	\$148.14
467	109349	Sanchez-Ram	Natasha	11/7/2014	\$288.44	\$814.24	\$572.44
468	3570	Sanders	Acy	7/4/2014	\$0.00	\$0.00	\$0.00
469	29769	Sans	Thomas	10/11/2013	\$769.01	\$1,569.72	\$1,240.98
470	26687	Sargeant	Michael	8/1/2014	\$164.64	\$453.30	\$453.30
471	108509	Sattari	Ahmad	10/23/2015	\$0.00	\$0.00	\$0.00
472	108213	Savino	Christopher	12/18/2015	\$0.00	\$878.94	\$305.14
473	105273	Sayed	Jamil	12/18/2015	\$238.74	\$1,767.48	\$238.74
474	108167	Schell	Christopher	6/5/2015	\$0.00	\$189.18	\$144.45
475	106913	Schraeder	Scott	5/9/2014	\$569.96	\$1,126.65	\$1,126.65
476	25981	Schroeder	William	12/18/2015	\$636.51	\$3,469.02	\$636.51
477	109028	Secondo	Muridi	7/18/2014	\$391.43	\$931.18	\$931.18
478	105577	Seidman	Steven	12/18/2015	\$0.00	\$52.60	\$13.49

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay day Waiting Period after 5/31/2014	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
479	3359	Sevillet	Otto	12/18/2015	\$0.00	\$177.21	\$0.00
480	3879	Sexner	Alexis	4/25/2014	\$227.46	\$764.85	\$227.46
481	110768	Seyed-Mousa	Seyed	2/27/2015	\$0.00	\$124.38	\$124.38
482	19451	Shafiei	Abdolreza	9/27/2013	\$552.17	\$1,064.45	\$1,064.45
483	2899	Shallufa	Azmy	10/25/2013	\$1,403.36	\$3,036.02	\$1,403.36
484	105416	Sharma	Mahesh	12/18/2015	\$0.00	\$143.25	\$143.25
485	30308	Sheriff	Sheriff	8/1/2014	\$0.00	\$125.04	\$125.04
486	103821	Sherman	Jason	8/16/2013	\$0.00	\$0.00	\$0.00
487	112711	Shockley	Mark	10/24/2014	\$0.00	\$471.66	\$341.20
488	3790	Shoyombo	Rilwan	8/1/2014	\$574.97	\$1,468.83	\$574.97
489	112766	Sibre	Christopher	12/18/2015	\$294.20	\$1,005.13	\$688.36
490	105863	Siljkovic	Becir	1/3/2014	\$414.83	\$888.19	\$888.19
491	23388	Simmons	John	12/18/2015	\$1,215.13	\$3,659.08	\$1,215.13
492	114568	Simms	William	12/18/2015	\$0.00	\$178.35	\$178.35
493	111778	Sims	Shaun	7/3/2015	\$0.00	\$155.49	\$155.49
494	114747	Slayton	David	10/9/2015	\$0.00	\$61.41	\$61.41
495	2630	Smale	Charles	10/11/2013	\$457.66	\$1,378.30	\$457.66
496	106103	Smallwood	Linn	12/18/2015	\$0.00	\$1,529.19	\$498.49
497	112181	Smith	Alex	12/18/2015	\$0.00	\$889.88	\$258.71

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
498	110015	Smith	Donna	12/18/2015	\$0.00	\$32.69	\$0.00
499	3610	Smith	Willie	1/3/2014	\$613.38	\$1,438.95	\$613.38
500	108547	Solano	Domingo	12/4/2015	\$0.00	\$450.57	\$348.91
501	22804	Solymar	Istvan	10/11/2013	\$303.84	\$703.70	\$703.70
502	3854	Soree	Mladen	11/8/2013	\$899.90	\$2,234.83	\$899.90
503	105304	Sorkin	Jack	3/20/2013	\$336.28	\$691.32	\$336.28
504	3770	Sorrosa	Juan	5/24/2013	\$339.58	\$915.65	\$339.58
505	2638	Soto	Jacob	12/18/2015	\$137.41	\$2,199.71	\$137.41
506	3055	Spilmon	Mark	9/13/2013	\$1,144.91	\$2,685.52	\$1,144.91
507	106034	Stagg	Charles	10/24/2014	\$0.00	\$137.74	\$137.74
508	111364	Stanley	John	7/18/2014	\$286.26	\$748.28	\$748.28
509	109013	Stearns	Thomas	9/13/2013	\$528.37	\$1,240.62	\$1,022.30
510	3757	Steck	Gregory	12/18/2015	\$3,176.83	\$8,894.44	\$3,176.83
511	3165	Stevenson	John	12/6/2013	\$777.20	\$2,424.66	\$777.20
512	3872	Stockton	Clarence	12/18/2015	\$1,006.20	\$3,855.46	\$1,006.20
513	104248	Suddarth	Robert	12/18/2015	\$0.00	\$0.00	\$0.00
514	15032	Tafesh	Alfred	4/18/2013	\$0.00	\$12.45	\$12.45
515	25450	Tafesh	George	12/18/2015	\$0.00	\$0.00	\$0.00
516	102400	Talley	George	9/25/2015	\$0.00	\$0.00	\$0.00

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
517	112063	Tapia-Vergara	Agustin	11/6/2015	\$587.64	\$1,338.46	\$1,083.51
518	109384	Tarango	Jose	12/18/2015	\$0.00	\$11.46	\$11.46
519	111807	Taylor	Brent	4/25/2014	\$632.29	\$1,285.07	\$1,203.57
520	109745	Taylor	David	12/18/2015	\$324.21	\$1,485.96	\$655.21
521	111463	Taylor	Fredrick	12/18/2015	\$0.00	\$1,035.59	\$499.26
522	31977	Taylor	Marvin	7/18/2014	\$714.56	\$1,547.43	\$1,314.02
523	18537	Tewolde	Mekonen	9/25/2015	\$0.00	\$309.81	\$156.57
524	102232	Thetprasit	Lou	12/18/2015	\$0.00	\$136.36	\$136.36
525	31400	Thomas	Cator	8/2/2013	\$427.93	\$856.81	\$856.81
526	104732	Thomas	Hasan	9/27/2013	\$247.81	\$529.53	\$529.53
527	23143	Thomas	Marc	12/18/2015	\$0.00	\$568.88	\$322.54
528	3867	Thompson	Glen	12/18/2015	\$1,308.05	\$4,701.46	\$1,308.05
529	27963	Thompson	Michael	12/18/2015	\$746.80	\$3,697.32	\$746.80
530	29040	Timko	Robert	9/27/2013	\$224.07	\$499.05	\$499.05
531	24619	Tiraborelli	Michael	9/25/2015	\$31.32	\$294.32	\$31.32
532	110796	Toka	Tamas	8/16/2013	\$445.88	\$970.12	\$970.12
533	114361	Toledano	Alexis	12/18/2015	\$0.00	\$30.40	\$30.40
534	22120	Travis	Brian	10/9/2015	\$80.19	\$303.47	\$80.19
535	107060	Trujillo-Camp	Bernardino	12/18/2015	\$0.00	\$219.23	\$219.23

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
536	104747	Trumpp	Robert	11/6/2015	\$211.10	\$2,887.31	\$559.57
537	103413	Tsegaye	Miheret	9/13/2013	\$51.23	\$108.00	\$108.00
538	20386	Tucker	Carl	12/18/2015	\$0.00	\$437.50	\$234.67
539	3207	Tucker	Kenlon	6/21/2013	\$420.75	\$1,156.23	\$420.75
540	22597	Turner	James	12/18/2015	\$0.00	\$27.58	\$27.58
541	110836	Uba	Chima	12/18/2015	\$201.50	\$1,018.62	\$546.61
542	3792	Urbanski	Anthony	10/24/2014	\$399.26	\$2,335.90	\$399.26
543	112175	Utorov	Eduard	10/10/2014	\$0.00	\$328.96	\$282.28
544	18577	Vaghefi	Alex	8/28/2015	\$0.00	\$167.25	\$72.56
545	111338	Valiente	Pedro	12/18/2015	\$0.00	\$990.55	\$319.43
546	114386	Vargo	Alan	7/17/2015	\$0.00	\$336.21	\$336.21
547	113920	Vargo	Keli	12/18/2015	\$0.00	\$1,316.55	\$412.95
548	3721	Viado	Ramon	10/9/2015	\$332.24	\$2,516.58	\$332.24
549	30850	Villarreal	Edward	5/22/2015	\$0.00	\$21.65	\$21.65
550	104958	Volchek	Boris	12/18/2015	\$0.00	\$226.79	\$176.74
551	3796	Vongthep	Christopher	12/18/2015	\$1,101.22	\$4,078.29	\$1,101.22
552	109475	Vonkageler	Mark	10/25/2013	\$130.27	\$257.28	\$257.28
553	31413	Wainwright	Gilbert	9/25/2015	\$0.00	\$972.31	\$318.92
554	28448	Walker	Arthur	2/19/2013	\$114.57	\$252.97	\$114.57

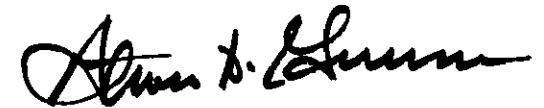
	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
555	3058	Wallace	James	12/18/2015	\$0.00	\$213.92	\$0.00
556	3820	Wallace	Roy	12/18/2015	\$1,945.30	\$6,993.25	\$1,945.30
557	100619	Walls	Charles	12/18/2015	\$0.00	\$331.15	\$133.17
558	105823	Ward	Robert	6/19/2015	\$0.00	\$898.26	\$346.75
559	3766	Warner	Terrance	2/14/2013	\$116.84	\$294.34	\$116.84
560	113891	Washington	Kenneth	12/18/2015	\$0.00	\$1,461.51	\$308.97
561	102804	Way	Amos	12/18/2015	\$0.00	\$0.00	\$0.00
562	109248	Waymark	Thomas	10/9/2015	\$0.00	\$1,260.85	\$434.80
563	3496	Weaver	Gerie	12/18/2015	\$863.70	\$3,924.03	\$863.70
564	109066	Webster	Brock	1/17/2014	\$254.41	\$594.01	\$594.01
565	2785	Welborn	Paul	12/18/2015	\$322.42	\$1,078.24	\$322.42
566	111878	White	Prinest	6/6/2014	\$153.22	\$356.23	\$356.23
567	113682	Wible	Gregory	12/18/2015	\$0.00	\$485.01	\$234.97
568	13237	Wideman	Timothy	9/13/2013	\$0.00	\$115.11	\$115.11
569	3947	Wing	Roland	2/1/2013	\$81.95	\$170.42	\$81.95
570	107624	Witte	Daniel	5/9/2014	\$228.39	\$575.21	\$575.21
571	113240	Woldemichae	Meles	12/18/2015	\$0.00	\$0.00	\$0.00
572	110866	Wolfe	Thomas	12/18/2015	\$726.91	\$1,928.38	\$1,285.33
573	3910	Wong	Jorge	12/18/2015	\$1,579.41	\$4,903.72	\$1,579.41

	A	B	C	D	E	F	G
1	*If the driver's first payroll date is after 3/14/2013, it is assumed they were on a waiting period for health insurance and should be paid a minimum wage of \$8.25 an hour for either their first 60 or 90 days and then \$7.25				Rate	Rate	For Class Hired after 3/14/13 rate is \$8.25 an Hour for Waiting Period and \$7.25 an Hour thereafter
2	TOTAL FOR ALL EMPLOYEES OWED AT				\$174,423.39	\$648,521.46	\$268,624.79
3	Account Number	Last Name	First Name	Last Payroll Check Date	Total pay below 7.25 per hour in each pay period	Total pay below 8.25 per hour in each pay period	90 day Waiting Period before 6/1/2014 and 60 day Waiting Period after 5/31/2014
574	28160	Wong	Wanjin	7/3/2015	\$1,115.61	\$3,537.25	\$1,549.91
575	108239	Wright	Edward	9/13/2013	\$0.00	\$59.05	\$0.00
576	3092	Yabut	Gerry	12/18/2015	\$1,569.20	\$5,414.02	\$1,569.20
577	108389	Yamaguchi	Alicia	10/9/2015	\$2,331.88	\$6,131.96	\$2,331.88
578	113044	Yazdian	Ali	9/11/2015	\$0.00	\$102.78	\$95.56
579	114275	Yerima	Mollah	12/18/2015	\$0.00	\$840.30	\$420.34
580	114673	Yu	Lu	10/23/2015	\$0.00	\$0.00	\$0.00
581	113075	Yu	Mary	12/18/2015	\$0.00	\$765.28	\$479.60
582	17259	Yurckonis	Hilbert	4/10/2015	\$2,395.57	\$6,937.29	\$2,395.57
583	30374	Zafar	John	12/18/2015	\$46.22	\$165.28	\$46.22
584	114189	Zaldivar	Maikel	12/18/2015	\$0.00	\$11.15	\$0.00
585	2273	Zawoudie	Masfen	12/18/2015	\$452.16	\$1,681.26	\$452.16
586	17936	Zekichev	Nick	1/3/2014	\$324.17	\$666.15	\$666.15
587	3235	Zelege	Abraham	3/1/2013	\$0.00	\$19.69	\$0.00
588	111519	Zghaier	Hassan	12/18/2015	\$0.00	\$50.59	\$17.54

EXHIBIT "2"

	A	B	C	D	E
1	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date
2	27190	Abrego	Jacobo	1/15/2016	5/20/2016
3	115507	Aguero-Pons	Eduardo	2/26/2016	5/20/2016
4	114336	Akins	Pierre	1/29/2016	5/20/2016
5	113805	Alasania	Nugzar	3/11/2016	5/20/2016
6	115751	Alvarez	Randy	5/6/2016	5/20/2016
7	111333	Anderson	Rodney	1/15/2016	5/20/2016
8	115027	Baek	Sung	5/20/2016	5/20/2016
9	115476	Barrick	Antonio	3/11/2016	5/20/2016
10	113621	Beke	Sandor	1/1/2016	5/20/2016
11	115349	Benner	Charles	1/29/2016	5/20/2016
12	113545	Berilo	Senad	1/1/2016	2/26/2016
13	115440	Brown	Leila	2/12/2016	5/20/2016
14	114067	Cadiz	Randy	4/8/2016	5/20/2016
15	106441	Camarena	Erik	2/26/2016	5/20/2016
16	115695	Coleman	Carl	4/22/2016	5/20/2016
17	114538	Contreras-Ceballo	Hugo	5/20/2016	5/20/2016
18	11039	Conway	Robert	5/20/2016	5/20/2016
19	100840	Danner	Kevin	5/20/2016	5/20/2016
20	28065	Davis	Bradley	5/6/2016	5/20/2016
21	114663	Demeke	Yohannes	5/20/2016	5/20/2016
22	28210	Dicoio	William	4/8/2016	5/20/2016
23	113424	Dills	Debora	1/29/2016	5/20/2016
24	115687	Dumais	Peter	4/8/2016	5/20/2016
25	12469	Field	Harry	3/25/2016	5/20/2016
26	114910	Gallegos	Jose	2/12/2016	5/20/2016
27	16999	Gerezgiher	Negasi	3/11/2016	5/20/2016
28	103550	Habte	Amanuel	3/11/2016	5/6/2016
29	114522	Headman	Gregory	1/1/2016	4/22/2016
30	26305	Hesariha	Arash	1/29/2016	5/20/2016
31	31107	Ionescu	Dumitru	3/11/2016	5/20/2016
32	25574	Kapoor	Arun	2/26/2016	5/20/2016
33	115049	Kincade	Jennieann	4/22/2016	5/20/2016
34	115429	Krakow	Joshua	2/12/2016	2/26/2016
35	113761	Logan	David	5/6/2016	5/20/2016
36	113653	Lopez	Jorge	1/29/2016	5/20/2016
37	115798	Marco	Charles	5/6/2016	5/6/2016

	A	B	C	D	E
1	Account Number	Last Name	First Name	First Payroll Check Date	Last Payroll Check Date
2	27190	Abrego	Jacobo	1/15/2016	5/20/2016
38	110863	McCary	John	3/11/2016	5/20/2016
39	26609	Mezzenasco	Pedro	2/26/2016	5/20/2016
40	24660	Morales	Michael	3/11/2016	3/11/2016
41	113016	Odisho	Talina	1/15/2016	4/22/2016
42	114433	Okparaji	George	2/12/2016	5/20/2016
43	23121	Pascua	Filipinas	2/12/2016	5/20/2016
44	21905	Patai	Andras	3/11/2016	5/20/2016
45	114736	Patvakanian	Artur	4/22/2016	5/20/2016
46	115506	Peterson	Miles	3/25/2016	4/8/2016
47	115688	Pike	Robert	4/8/2016	4/22/2016
48	115536	Quezada	Anthony	3/11/2016	5/20/2016
49	17693	Racz	Bela	2/12/2016	5/20/2016
50	108263	Ramirez	Christopher	2/26/2016	5/20/2016
51	30820	Reithel	Shannon	2/12/2016	5/20/2016
52	109803	Retzlaff	Jeffrey	1/29/2016	5/20/2016
53	107503	Sanginiti	Ronald	1/29/2016	5/20/2016
54	115343	Sarfaty	Robert	2/12/2016	4/8/2016
55	115193	Shin	Sung	3/25/2016	5/20/2016
56	22785	Stewart	Victor	1/1/2016	5/20/2016
57	113503	Thomas	Edward	4/8/2016	5/20/2016
58	115805	Thornton	Michael	5/6/2016	5/20/2016
59	105196	Torres	Dorothy	2/26/2016	5/20/2016
60	32039	Tsilipakos	Emmanuel	5/20/2016	5/20/2016
61	109971	Varga	Tamas	4/22/2016	5/20/2016
62	108223	Vargas	Rodrigo	3/11/2016	3/25/2016
63	30238	Vazquez	Rene	1/15/2016	3/11/2016
64	26860	Wainaina	Erick	4/22/2016	5/20/2016
65	115264	Weiss	Arthur	1/1/2016	1/29/2016
66	109174	Yu	Paul	2/12/2016	5/20/2016



CLERK OF THE COURT

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Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

MICHAEL MURRAY, and MICHAEL
RENO, Individually and on behalf of
others similarly situated,

Plaintiffs,

vs.

A CAB TAXI SERVICE LLC, and A
CAB, LLC,

Defendants.

Case No.: A-12-669926-C

Dept.: I

DECLARATION OF CHARLES
BASS

Please find attached a signed copy of the declaration of Charles Bass, which was submitted unsigned with Plaintiffs' Supplement to Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment filed on February 23, 2017.

Dated: February 27, 2017

Leon Greenberg Professional Corporation

By: /s/ Leon Greenberg
Leon Greenberg, Esq.
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11 dana@overtimelaw.com
12 Attorneys for Plaintiffs

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

11 MICHAEL MURRAY and
12 MICHAEL RENO, individually and
13 on behalf of all others similarly
14 situated,

13 Plaintiffs,

14 vs.

15 A CAB TAXI SERVICE LLC, A
16 CAB, LLC, and CREIGHTON J.
17 NADY,

17 Defendants.

Case No.: A-12-669926-C

DEPT.: I

DECLARATION OF CHARLES BASS

18 Charles Bass hereby affirms, under penalty of perjury, that:

19
20 1. I am self-employed as a computer systems and software consultant. I have
21 over 30 years of experience in working with computer spreadsheets and databases
22 including Microsoft Excel software. I previously provided a detailed declaration to
23 the Court that I signed on January 11, 2017 that discussed the summarization I
24 performed of the Excel files that were provided to me in this case.
25

26
27 2. Attorney Leon Greenberg, who I understand represents the plaintiffs (class
28 members) in this case has requested that I modify the summarization that I previously

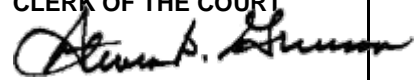
1 performed and discussed in my January 11, 2017 declaration. He requested that I
2 reconstruct that summarization in the exact same manner as I describe in my January
3 11, 2017 declaration except that I limit the payroll periods so summarized to those that
4 have a "Pay Period End Date" that is *prior* to 1/1/2016 (the prior summarization I
5 performed included payroll periods through May of 2016). I have done so and
6 provided to Leon Greenberg that revised summarization, which, when printed,
7 consists of 529 pages and summarizes 14,263 pay periods. I have also provided to
8 Leon Greenberg a "per plaintiff" summary of that 529 page summary of such 14,263
9 pay periods with a "Pay Period End Date" *prior* to 1/1/2016. That "per plaintiff"
10 summary is attached to this declaration as Exhibit "1" and is the same form of
11 summary I provided at Exhibit "3" of my declaration of January 11, 2017, except that
12 it only covers the time period *prior* to 1/1/2016. Because the Exhibit "1" summary
13 that is attached covers a shorter time period it contains 65 fewer employees than the
14 Exhibit "3" summary of my declaration of January 11, 2017. That is because no
15 payroll records were given to me for those 65 employees that predate 1/1/2016. The
16 names of those 65 employees are set forth in the list attached to this declaration as
17 Exhibit "2."

18
19
20
21
22
23
24 3. The two summaries I discuss in paragraph 2, except for their shortened time
25 period (only using information for payroll periods ending *prior* to 1/1/2016), were
26 performed using the exact same process I describe in my January 11, 2017
27 declaration.
28

1 I have read the foregoing and affirm under penalty of perjury that the same is
2 true and correct.

3
4 Affirmed this 22 day of February, 2017

5
6 
7 Charles M. Bass



TRAN

EIGHTH JUDICIAL DISTRICT COURT
CIVIL/CRIMINAL DIVISION
CLARK COUNTY, NEVADA

MICHAEL MURRAY, et al,

Plaintiffs,

vs.

A CAB TAXI SERVICE, LLC, et al,

Defendants.

CASE NO. A-12-669926

DEPT. NO. I

BEFORE THE HONORABLE KENNETH CORY, DISTRICT COURT JUDGE

THURSDAY, MAY 18, 2017

TRANSCRIPT RE:
ALL PENDING MOTIONS

APPEARANCES:

For the Plaintiffs:

LEON GREENBERG, ESQ.
DANA SNIEGOCKI, ESQ.

For the Defendants:

ESTHER C. RODRIGUEZ, ESQ.
MICHAEL K. WALL, ESQ.

ALSO PRESENT:

CREIGHTON J. NADY

RECORDED BY: Lisa Lizotte, Court Recorder

AA003893

1 LAS VEGAS, NEVADA, THURSDAY, MAY 18, 2017, 9:07 A.M.

2 * * * * *

3 (Court was called to order)

4 THE COURT: Good morning. Please be seated.

5 So, we lost the case, we -- (interruption in court recording). That being
6 the case, let's see, what else has happened? Oh, you had mediation. It didn't work.
7 And these motions were filed, when, January or so, February, somewhere around
8 then, the first of the year?

9 MR. GREENBERG: Some predate January, Your Honor.

10 THE COURT: Predate?

11 MR. GREENBERG: Yes.

12 THE COURT: Okay. So what is our trial date and how is our 5-year rule
13 doing? February 5th of 2018 is what I show. Anybody done a calculation of what
14 our 5-year clock is doing? This was stayed while it was on mediation, was it?

15 MR. GREENBERG: It was stayed while on mediation. It was also stayed
16 extensively for decisions from the Nevada Supreme Court --

17 THE COURT: Okay.

18 MR. GREENBERG: -- that were rendered on the issues. I can advise the
19 Court on that precisely because I do have the calculation.

20 THE COURT: Okay.

21 MR. GREENBERG: It is sometime in the latter part of 2018. This case
22 would still be ripe for trial --

23 THE COURT: All right.

24 MR. GREENBERG: -- in September or October of 2018, Your Honor.

1 THE COURT: And safe to say nobody sees any reason why we would need
2 to continue this trial date another time?

3 MR. GREENBERG: Your Honor, I hope not, but we're going to deal with
4 a number of issues today. There is outstanding discovery. We were advised by
5 defendants that they are going to be serving a supplement in respect to some
6 discovery that was ordered back in March.

7 THE COURT: Uh-huh.

8 MR. GREENBERG: And what needs to be done in respect to discovery is
9 implicated by what they produce, if we get compliance from them. It's also implicated
10 by the Court's decision on the motion to bifurcate which is before the Court today.
11 If the motion to bifurcate is granted, that will remove certain issues; a deposition of
12 Mr. Nady, for example, and other things that still need to be conducted. Beyond
13 that, upon providing the rest of that discovery that has been ordered, I need to fully
14 supplement the plaintiff's damages claims based upon the defendant's records.
15 I did serve a Rule 16.1 statement two days ago, providing what I could regarding
16 an allocation of damages for each of the over 500 plaintiffs.

17 THE COURT: Okay. Okay. I just was trying to get a handle on whether we
18 are -- I was trying to get a handle on whether we were starting to approach. Generally
19 speaking when we're in the last year or the fourth year, in other words, of a case
20 we set the trial and I don't continue trials once we're into that point. That's my typical
21 stance, anyway. I have seen a few cases where cases got dismissed, never went
22 to the merits, and it's just a sad state of affairs that I don't propose to see happen.

23 So, all right, we have on today a whole slew of motions. I tried to
24 figure out what might be the best order of business. The closest that I have come

1 is it seems to me we ought to deal with defendants' motion for judgment on the
2 pleadings probably at the front or near the front and then take the others after that.
3 Now, I'm open to suggestion if anybody thinks there's a good order of business
4 here. Anybody think that we shouldn't take the defendants' motion for judgment
5 on the pleadings first?

6 MR. GREENBERG: No, Your Honor, that makes sense to me.

7 THE COURT: Ms. Rodriguez, how does that sound?

8 MS. RODRIGUEZ: No problem, Your Honor. It seems like that motion is
9 very straightforward.

10 THE COURT: Okay. All right, let's do that.

11 MS. RODRIGUEZ: And, Your Honor, these motions were filed awhile ago.
12 It looks like this one was actually filed -- I think you were asking earlier.

13 THE COURT: Yeah.

14 MS. RODRIGUEZ: If I'm looking at the right one, this --

15 THE COURT: November, it looks like.

16 MS. RODRIGUEZ: Right. November.

17 THE COURT: Yeah.

18 MS. RODRIGUEZ: And I believe this was just our motion for a ruling based
19 on the 2-year statute of limitation based on the Perry v. Terrible Herbst case --

20 THE COURT: Yeah.

21 MS. RODRIGUEZ: -- that came out on October 27th, 2016.

22 THE COURT: Uh-huh.

23 MS. RODRIGUEZ: The cite is 132 Nevada Advance Opinion No. 75. So
24 based on Rule NRCP 12(c), we move to dismiss the claims that are outside of the

1 2-year statute of limitation. And I think Your Honor gathers the gist of that. There's
2 not a whole lot more to say on that issue.

3 THE COURT: Okay. It gets a little murkier for me when we get into the
4 plaintiff's response and actually part of your argument. I don't recall if it was in your
5 -- I think it was in your reply, but I'm not sure that deals with the order that's -- the
6 issue that's raised is whether there was an order submitted to the Court that was
7 different than what the minute order reflected as far as the beginning date for the
8 claims at issue. You had argued somewhere in there that the minute order said
9 something about 2008. The actual order signed goes back to -- I forget what month.

10 MS. RODRIGUEZ: July of 2007.

11 THE COURT: July of 2007. At any rate, that's one nuance that somewhere
12 in here we've got to deal with. The plaintiff makes argument that by virtue of equity
13 tolling that the statute of limitations should be tolled, which would take it back
14 presumably to -- am I correct that you -- do you cling to the 2007 date?

15 MR. GREENBERG: Your Honor, the July 1st, 2007 date that I reference in
16 the cross motion arises because that was the first date upon which there was a
17 change in the minimum wage rate, which defendants were constitutionally required
18 to provide written notice to each employee of.

19 THE COURT: Right.

20 MR. GREENBERG: And it is our position they did not, and therefore the
21 appropriate remedy for that violation would be a toll.

22 THE COURT: And so you argue for the July 1st, 2007?

23 MR. GREENBERG: That's correct, Your Honor. And really to sum up the
24 issue here, there's no dispute it's a 2-year statute of limitations and we don't dispute

1 that the employer here in some capacity had some sort of standard notice posted
2 on the premises of the business, which presumably if the cab drivers came in the
3 office or went by that location they would have had an opportunity to see. We're
4 not disputing that factual background here.

5 THE COURT: All right.

6 MR. GREENBERG: The issue is really I think a question of law, Your Honor,
7 in terms of what the employer was required to do to comply with the terms of the
8 Constitution's requirement, which, you know the language is discussed --

9 THE COURT: You argue that by virtue of the language of the statute and
10 the federal cases you rely on that actual separate written notice must be given to
11 each employee?

12 MR. GREENBERG: Well, the literal language, as recited at page 2 of my
13 paper, says an employer shall provide written notification of the rate adjustments
14 to each of its employees. So we're talking about a written notification to each of
15 its employees, not collectively, not orally, not in some group manner. I mean, each
16 means each. That would be the way I would postulate it. In respect to the federal
17 cases that are cited, Your Honor, I only cite them to give the Court some point of
18 reference in terms of somewhat analogous circumstances arising under some
19 federal laws.

20 THE COURT: Yeah.

21 MR. GREENBERG: But obviously this is state law. This is the language of
22 the Nevada State Constitution. So --

23 THE COURT: Persuasive authority only. Yeah.

24 MR. GREENBERG: For what the Court finds it to be of value.

1 THE COURT: Okay. Let's talk about that because that kind of gets us down
2 to the heart of the issue on your motion as well. So, what would you say is the --
3 I mean, I think I know what you would say is the notice required. Part of what I need
4 to get down to is whether or not this Court needs to do a hearing, and I don't recall
5 the name, a case that starts with a "C," Cromwell, Conroy, something. What is it?

6 THE LAW CLERK: Copeland.

7 THE COURT: Copeland.

8 MR. GREENBERG: The Copeland case, Your Honor, from the Nevada
9 Supreme Court.

10 THE COURT: An evidentiary hearing to determine what notice was given.
11 The plaintiff would rely on the deposition of Mr. Nady. And so the question would
12 be, do we need such a hearing and if so, does the defendant then have some other
13 evidence on the issue of what notice was actually given here?

14 MS. RODRIGUEZ: Well, Your Honor, I attached the notice as not only the
15 deposition of Mr. Nady but the actual photos from the site of A Cab, the premises,
16 showing all of the notices that are in fact posted that advise the drivers of all the
17 labor laws and they are in compliance. And the deposition does in addition support
18 that, Mr. Nady's testimony indicating that as soon as they received any kind of
19 notifications from the Labor Commissioner, whether they be the state or the federal,
20 they immediately post them, advise the drivers, each driver of the change.

21 And one of the things I mentioned in my reply was that the cases
22 that Mr. Greenberg is relying upon go to the fact that there was a complete non-
23 advisement to the employees. And that's what we're talking about here is whether
24 the employees were made aware of the change in minimum wage or not. And

1 clearly by the evidence that we've produced, not only in this case but attached to
2 our reply, there was an advisement to the drivers.

3 And one thing I would just mention real quickly, Your Honor, you know,
4 I don't know the Court's preferences on this, but one of the problems that's been
5 in this litigation is the fact that we file motions and for every motion we file we get
6 a countermotion.

7 THE COURT: Yeah.

8 MS. RODRIGUEZ: So I would argue that this motion, Mr. Greenberg's motion
9 is not properly filed nor served or set in the proper course by just being in the terms
10 of a countermotion. Rather than filing oppositions to our motion, he usually files
11 these countermotions, which kind of complicate things --

12 THE COURT: Uh-huh.

13 MS. RODRIGUEZ: -- because then, you know, we don't get a chance to
14 really properly brief it and make a separate -- his argument is completely separate
15 about an equitable tolling issue. Ours is strictly based on whether the Court is
16 going to follow the supreme court mandate from the Perry v. Terrible Herbst matter.
17 So if he wants an evidentiary hearing, that's, you know --

18 THE COURT: Well, okay, but is not -- I mean, these issues are intertwined,
19 are they not?

20 MS. RODRIGUEZ: Correct.

21 THE COURT: So part of my -- the things I'm trying to get down to is before
22 we really make an argument on the law that should apply to this case, do we have
23 a need to have an evidentiary hearing? Do we need to have more evidence as to
24 the actual notice that was given?

1 MS. RODRIGUEZ: Well, obviously, Your Honor, I would argue it's not
2 necessary based on the evidence that we've already produced. I mean, if Your
3 Honor wants testimony to say, yes, from the general managers or the drivers that
4 they actually see these things in the workplace and they're required to walk in to
5 clock in and out every day or to fill out their paperwork, that they're in the common
6 workplace, we obviously can bring witnesses to support that. But I think Mr. --

7 THE COURT: I'm not so much requesting you to do that. I'm just trying to
8 figure out, okay, do we have the facts assembled --

9 MS. RODRIGUEZ: Right.

10 THE COURT: -- so that I can apply the law to it.

11 MS. RODRIGUEZ: I think we do because Mr. Greenberg, I don't think he's
12 disputing that. I think he said he's not disputing --

13 THE COURT: No, I don't either. I think he thinks that the deposition of your
14 client is sufficient. So then that raised the issue in my mind, well, before we even
15 proceed, because I do tend to think, and you know, I'm open to argument on it,
16 but I tend to think that the -- what is the name of the hearing again, the name of
17 the case?

18 MR. GREENBERG: Well, an evidentiary hearing under the Copeland
19 decision --

20 THE COURT: Copeland. Yeah.

21 MR. GREENBERG: -- regarding a statute of limitations toll.

22 THE COURT: So the question -- the first question would be do we need a
23 Copeland hearing? Does anybody feel the need for more evidence to come before
24 the Court on the issue of the actual notice given before we then look to the law and

1 the interpretation of the law, whether that was adequate? And I think what I'm
2 hearing is no, neither side feels --

3 MS. RODRIGUEZ: Not unless the Court is inclined to hear from the State
4 Labor Commissioner in terms of what he supplies to A Cab and what A Cab then
5 proceeds to do in compliance with instruction from the State.

6 THE COURT: We have what he actually supplies, is that right?

7 MS. RODRIGUEZ: Correct.

8 THE COURT: And that is the form that was posted?

9 MS. RODRIGUEZ: Correct. It's attached to the reply at Exhibit 2.

10 THE COURT: What does he say as far as how it's to be disseminated?
11 Does he give any -- I can't really read those very well, frankly. I can see where they
12 were posted, but what does he say? Does he give any instruction to an employer
13 as to how they're supposed to make drivers aware?

14 MS. RODRIGUEZ: These are actually just a notification. They just indicate
15 Office of the Labor Commissioner, State of Nevada. And it's a posting saying the
16 minimum wage and what it is for that particular time period, whether health insurance
17 is offered or not; the two tiers. But there is no further instruction from the Labor
18 Commissioner with that particular posting. Again, so --

19 THE COURT: Yeah. Well, one of the questions in my mind is what do we
20 make of that? And I guess I would ask Mr. Greenberg, if the Labor Commissioner
21 doesn't say that written notice of this event has to be handed to each driver, then
22 should I not take from that that posting the notice the way it's done here would be
23 adequate under the statute? What do I make of the -- does that not weaken your
24 argument somewhat?

1 MR. GREENBERG: Your Honor, I don't see that the Labor Commissioner's
2 opinion on any of these issues regarding how the employer's obligations are fulfilled
3 under the Nevada Constitution are really of any weight for the Court's consideration
4 one way or the other, quite honestly. I mean, in the MDC case, which was a
5 companion to the Perry case which was decided last year by the Nevada Supreme
6 Court, they specifically overruled the Labor Commissioner regulation that said tips
7 could be included in calculating the ten percent of gross wages --

8 THE COURT: Uh-huh.

9 MR. GREENBERG: -- requirement for the insurance qualification term of the
10 Constitution. So clearly the Nevada Supreme Court is not giving any deference to the
11 Labor Commissioner's regulatory interpretations of what an employer must do under
12 the act, the constitutional act. It's really a question of what Your Honor believes the
13 constitutional command is here. The language is the language. I mean, my position
14 is that you -- written notification of a rate adjustment to each of its employees requires
15 an actual placement in the hand in writing to each of the employees by the employer
16 of the change and its effective date and the rate that is imposed. I mean, this is not
17 an overwhelming obligation on the employer to then be able to invoke the statute of
18 limitations shield.

19 THE COURT: Yeah. Well, I grant you that it seems that whatever mandate
20 there is that appears in our Constitution probably achieves sort of a distinction even
21 over a legislative act in terms of the impetus that it places upon a court to carefully
22 and fully apply such a mandate. But when it comes down to it, your argument then
23 rests on the language of the Constitution itself, a plain reading of the language of
24 the Constitution?

1 MR. GREENBERG: It is, Your Honor. I mean, we have "shall provide," which
2 is an affirmative duty, it's not a discretionary duty.

3 THE COURT: Uh-huh.

4 MR. GREENBERG: "Written notification to each of the employees." So,
5 I mean, when you combine that language together, I would submit the clear import
6 of the language is the obligation on the employer is to if not place in the hand of
7 each employee at least have delivered to each employee through an appropriate
8 means in their paycheck or their -- you know, in a mailing to each employee or
9 something. If the employee fails to actually make themselves aware of it at that
10 point, then --

11 THE COURT: Uh-huh.

12 MR. GREENBERG: -- well, you know, it doesn't say that the employee has
13 to acknowledge that they've been informed, it just says that the employer has to
14 provide written notification to each employee.

15 THE COURT: This language became operative, as you point out, November
16 28th of 2006. That's when the constitutional amendment became effective. Is that
17 right?

18 MR. GREENBERG: That is correct, Your Honor.

19 THE COURT: And there's no -- there's been no Nevada case law since then
20 that has interpreted that in the context of the issue that we have now?

21 MR. GREENBERG: That is correct, Your Honor. I'm unaware of any jurist
22 in the state considering this issue.

23 THE COURT: Okay. All right, now I have to ask Ms. Rodriguez a question.
24 Given that this is language in our Constitution and it is a constitutional mandate,

1 does that not provide some increased force or impetus or whatever you want to call
2 it, imperative to the Court to read that -- if anything, to read it broadly in terms of the
3 requirement?

4 MS. RODRIGUEZ: Well, Your Honor, in answer to your question, I would
5 look to all laws pertaining to employment law, whether they be federal or state.
6 The practice -- and I think this goes back to your question of what does the Labor
7 Commissioner advise the employer to do -- the practice is never to hand each
8 employee an advisement of these are your rights under the ADA, these are your
9 rights under the FMLA, you know, these are your rights for health; anything. It's
10 always that the notice must be posted in a common area --

11 THE COURT: Right.

12 MS. RODRIGUEZ: -- for all of the employees and that's what they inspect for.

13 THE COURT: And was that not because that is specifically what is called for?

14 MS. RODRIGUEZ: That it must be -- yes, that is correct --

15 THE COURT: Okay.

16 MS. RODRIGUEZ: -- that it must be -- the employees must be advised of
17 this right, similarly to what the Constitution says. You know, Mr. Greenberg's
18 interpretation, as Your Honor pointed out, is his interpretation of what the
19 Constitution has said. The Court has not indicated that a written notification must
20 go be handed or mailed or put in their paycheck to each one.

21 THE COURT: Yeah. Well, and I take your point to be that why would we
22 make this be -- I mean, to some extent your point is why would we make this be the
23 exception to the rule --

24 MS. RODRIGUEZ: Correct.

1 THE COURT: -- if the rule is both under state and federal legislation that
2 it be posted, that they simply be advised in some fashion or other?

3 MS. RODRIGUEZ: Correct. That it is a written notification as opposed to
4 an oral advisement of these are your rights, so that an employee can at his or her
5 leisure go and inspect the posting and understand their rights, what they're entitled
6 to. The same thing with the minimum wage.

7 THE COURT: Uh-huh.

8 MS. RODRIGUEZ: They need to know what their minimum wage is, what
9 they're entitled to, and that is what is posted. And I would just add, Your Honor,
10 that even if the Court would somehow determine that A Cab was not in compliance
11 with this written advisement, I think what we're looking at more is an administrative
12 penalty that would be enforced, as opposed to -- that still isn't grounds for what
13 Mr. Greenberg is arguing, an equitable tolling to take it back to July of 2007. Again,
14 this goes back to what is he arguing for, because the two don't necessarily go hand
15 in hand in support of his equitable tolling, that if he finds or the Court finds that there
16 must be an actual notification, written notification to each driver, that that somehow
17 supports that the statute of limitations should be extended --

18 THE COURT: Yeah.

19 MS. RODRIGUEZ: -- retroactively back to July of 2007.

20 THE COURT: And why is that?

21 MS. RODRIGUEZ: Well, I don't know, actually. I mean, that doesn't make
22 sense to me as to -- there's nothing to support that as to why would an interpretation
23 of the Constitution in this manner to say that this is the requirement, why would that
24 toll -- retroactively extend the statute of limitations to July of 2007?

1 THE COURT: Uh-huh. All right. Well, let's ask Mr. Greenberg that. Why
2 would we -- assuming that I agree with you that -- and I must tell you both that the
3 lay of the land is I have frankly tried to talk myself out of a very literal application
4 of this because it seems to me generally speaking the law, you know, is more
5 concerned with effective notices where you're talking about notices, as opposed to
6 some precise, exact way to do it. However, I am leaning towards finding that the
7 interpretation that Mr. Greenberg is arguing for probably is correct, that to satisfy the
8 Constitution it is necessary to give the written notification to each of the employees.

9 But now let's take the next step of the argument, which I think Ms.
10 Rodriguez is raising and has raised in her pleadings, is why would you then jump
11 from that finding, that conclusion of the law that that automatically gives you an
12 equitable tolling, when the only penalty for such a thing that exists in the law is an
13 administrative regulation? Is that correct, Ms. Rodriguez --

14 MR. GREENBERG: Well, no.

15 THE COURT: -- that it's a -- there's some provision that says that if you don't
16 abide by it that it would be at most some sort of administrative regulatory matter?

17 MS. RODRIGUEZ: Well, there's nothing on point, Your Honor. It hasn't been
18 interpreted.

19 THE COURT: Okay.

20 MS. RODRIGUEZ: So there isn't one way or another that it would either be
21 an administrative penalty or that --

22 THE COURT: Yeah.

23 MS. RODRIGUEZ: I mean, no one has thought up that this should somehow
24 be an equitable tolling issue.

1 THE COURT: Yeah. Okay.

2 So, Mr. Greenberg, why -- assuming that I agreed with your
3 interpretation, even, why do you jump from that to the notion that there must be
4 some equitable tolling?

5 MR. GREENBERG: Well, Your Honor, this is where the authorities I cited
6 to you from the analogous federal decisions dealing with notifications under age
7 discrimination law or federal minimum wage law come into play. And those statutes
8 actually -- it's actually regulatory, I believe. I don't believe it's statutory. But they
9 refer to a posting in the workplace. It is not the same command that we see here --

10 THE COURT: Okay.

11 MR. GREENBERG: -- in the Constitution. But in that line of cases where
12 courts have found that those notifications were not properly granted, they have
13 estopped the employer from invoking the statute of limitations defense against the
14 employees' claim. And I'm essentially asking for the same remedy here, and this
15 is again discussed at page 3 of my submission, because the remedial provision
16 of the Constitution here is extremely broad, which it says, you know, if there's a
17 violation -- I mean, we're assuming there's a violation, that the notice requirement
18 wasn't complied with. Well, if there's a violation the injured employee is entitled to
19 all remedies as, you know, broadly possible, as discussed at page 3 of my --

20 THE COURT: Excuse me. I may be missing something. You said page 3.

21 MR. GREENBERG: Page 3 of my opposition and cross motion -- counter-
22 motion, Your Honor.

23 THE COURT: Okay, which is the --

24 MR. GREENBERG: At line 22.

1 THE COURT: -- the deposition testimony?

2 MR. GREENBERG: No. Page 3 of the opposition to defendants' motion for --
3 Oh, it's below the deposition testimony. I'm sorry. It's at line 22, Your Honor.

4 THE COURT: Okay. All right, thank you.

5 MR. GREENBERG: And as I was saying, if the purpose of the Constitution
6 is to require the employer to provide the notice, as we've been discussing, if the
7 employer doesn't provide the notice why should they be allowed to invoke the statute
8 of limitations that is applicable to these claims? I mean, that is the remedy that we're
9 asking for here. Otherwise, the employer essentially has no incentive to provide the
10 notice. I mean, if he doesn't provide the notice, maybe the employee will remain
11 ignorant of his rights and therefore won't exercise them. I mean, the purpose of the
12 notice requirement presumably is to be sure the employee knows what his rights are.
13 I mean, there can't really be any other purpose to the notice requirement.

14 THE COURT: Do I take from that you're meaning -- that you're saying that --
15 well, I'm just doing circular logic back to the language that you quoted from Article
16 15, Section 16 says that an employee claiming the violation gets to enforce the
17 provisions of this section, shall be entitled to all remedies available under the law
18 or in equity appropriate to remedy any violation. You're saying that the violation --
19 that this is a violation, no matter how you cut it?

20 MR. GREENBERG: Well, Your Honor, if there's no violation, I'm not entitled
21 to a remedy.

22 THE COURT: Okay.

23 MR. GREENBERG: Your Honor was positing before, well, assuming Your
24 Honor agrees there was a violation or a non-compliance with the mandate of the

1 Constitution by the employer, what is the remedy?

2 THE COURT: Yeah.

3 MR. GREENBERG: You were asking, well, why is the remedy a toll of the
4 statute of limitations? The reason why the remedy is a toll of the statute of
5 limitations, Your Honor, is otherwise the protection becomes meaningless because
6 the employer has no incentive to comply with their obligation under the Constitution.
7 Essentially they get rewarded by keeping the employee ignorant because the statute
8 of limitations continues to run. This is the analogy from --

9 THE COURT: Well, isn't it true you could hardly argue that in this case they
10 simply covered everything up and kept the employees ignorant? They posted a
11 notice.

12 MR. GREENBERG: Well, Your Honor, we've been litigating this case since
13 2012 against this company and the industry, which has taken the position, as Your
14 Honor recalls, that none of the industry was subject to the Nevada minimum wage
15 amendment. So it's not as though they actually advised the employees in any direct
16 sense -- not the employees. Let me make that more clear. The taxi drivers. Their
17 other employees they concede are covered by the minimum wage law and so forth.
18 But they never actually advised the taxi drivers themselves that they were covered
19 because it's always been their contention they were not subject --

20 THE COURT: Yeah.

21 MR. GREENBERG: -- to the Nevada minimum wage.

22 THE COURT: Well, then what do we make of the fact that they posted this
23 thing?

24 MR. GREENBERG: They posted it simply because they had to post it

1 because they are required to in respect to their business for the other employees.
2 At least that was their position. They were not undertaking to post this notice
3 because of --

4 THE COURT: For the drivers.

5 MR. GREENBERG: -- because of the drivers. They weren't telling the
6 drivers anything about the Nevada minimum wage because their position was the
7 drivers weren't entitled to anything under the Nevada minimum wage. And in fact,
8 they had an incentive not to tell the drivers because they might well have been
9 subjected to this litigation years earlier if they had done so. I mean, that's the
10 reason why the remedy I am proposing to the Court is really the only appropriate
11 remedy if the Court agrees as to the obligation of the employer here as I have
12 presented to the Court. I don't know what other remedy could possibly be imposed
13 that would be equitable or would repair the damage done here and fulfill the obvious
14 purpose of the notice requirement.

15 Now, I do just want to make clear to the Court on the record here one
16 thing that the Court should be aware of and that I think I need to concede, which is
17 that the obligation is an obligation to provide notice --

18 THE COURT: Uh-huh.

19 MR. GREENBERG: -- as to the change.

20 THE COURT: Uh-huh.

21 MR. GREENBERG: That change comes about July 1st of every year if
22 there is in fact a change. So the statute of limitations toll presumably applies to
23 employees who were there when the change occurred. Do you understand, Your
24 Honor? And therefore were not provided with that notice. Look, this is the limited

1 structure of the obligation under the Constitution. It doesn't say when you hire the
2 employee you have to notify him or every month you have to notify him. You must
3 notify him in this fashion when there's a change. So when we talk about a statute
4 of limitations toll back to July 1st of 2007, it would not in fact encompass everyone
5 who worked from July 1st, 2007 through 2010, which is the period we're talking
6 about, because, for example, we could have had somebody who worked from
7 August of 2007 to December of 2007.

8 THE COURT: Yeah.

9 MR. GREENBERG: There would have been no change. There would have
10 been no obligation on the employer to advise this employee of any change during
11 that period, so he would not have a claim before this Court. We would have to weed
12 that out, Your Honor --

13 THE COURT: Yeah.

14 MR. GREENBERG: -- but I just want to be clear with the Court as to what
15 the scope of the toll would be if it was granted, Your Honor. This is somewhat of
16 a technical issue, but the Court should understand this.

17 THE COURT: Yeah. Okay. All right, anything more on this issue?

18 MS. RODRIGUEZ: Your Honor, I think you could probably see through some
19 of that argument, but just so that the record is clear, most of what Mr. Greenberg
20 just talked about, I'm not sure where he's getting any of that about the notice and
21 that -- implying that A Cab was deliberately withholding notice from the drivers and
22 only posting it for certain employees. There's nowhere in the facts, the depositions
23 or anything. I think we started this morning's hearing with him stipulating and
24 agreeing that these notices were posted in the common work area. So, I don't think

1 there's any question that notice was given to the drivers and to the employees.
2 We're just talking about a technicality as to whether the Constitution requires an
3 actual handing of every time there's a change in the minimum wage to each driver
4 in their paycheck or by mail or in person. I think it's a procedural technicality that
5 Mr. Greenberg is arguing for because there's no question that notice was given to
6 the drivers. But again, our position would be that even if that wasn't -- if the Court
7 finds that for some reason there isn't a notice to the drivers, because those are the
8 cases that he's relying upon where there was absolutely no notice, no advisement,
9 that an equitable tolling was appropriate because the driver wasn't aware or the
10 employee wasn't aware at all that they had these rights. That's not the case here.

11 So I think then we are looking more at an administrative penalty rather
12 than this equitable tolling argument back to July of 2007 that he's seeking. That's
13 completely improper. I don't think he meets either standard for the Court to allow
14 what he's asking for; one, that we have given the proper notice. A Cab did give
15 the proper notice. And two, that it doesn't support a reason to toll the statute of
16 limitations back to July of 2007. We're asking for the 2-year, in compliance with
17 what the supreme court has ordered as of last fall.

18 THE COURT: Okay. It is definitely, as everyone has conceded, not a 4-year
19 statute, it's a 2-year statute. I feel compelled to interpret the Constitution in the way
20 that the plaintiff has argued for here and I do so reluctantly because it requires so
21 much more than posting of such a thing. It wouldn't matter how big a print, how --
22 it wouldn't matter if they broadcast it over a P.A. system, if it didn't do what this
23 language in the Constitution says then it would not comply. And that's essentially
24 what I feel compelled to hold. I generally speaking am much more in favor of more

1 practical approaches to say that, you know, something adequate, sufficient notice,
2 something of that sort. But I think that Mr. Greenberg's argument that the literal
3 language of the Constitution and I guess the fact that it is in the Constitution I feel
4 it's entitled to more respect, if you will, judicial respect and careful and assiduous
5 application, even a broader application than perhaps statutory language. I have
6 a great regard for constitutions, both the Constitution of the United States and the
7 Constitution of the State of Nevada. It's not a question of how I think it should be
8 done, it's a question of does this language mean that literally written notice must
9 be given to each driver, and my holding is that that is what the language says.

10 The next question is whether that then provides an equitable tolling,
11 and I must -- again, I feel compelled to hold that it does; once again because of
12 the broad statement in another part of the Constitution which says an employee
13 claiming the violation of this section may bring an action against his or her employer
14 in the courts of this state to enforce the provisions of this section and shall be
15 entitled to all remedies available under the law or in equity appropriate to remedy
16 any violation of this section, including but not limited to back pay, damages,
17 reinstatement, injunctive relief. The best I can do is to say I think that principles of
18 constitutional application and interpretation require this result.

19 That being the case, then it necessarily follows that the defendants'
20 motion for judgment on the pleadings must be denied. And so that we are clear,
21 it does seem to me that that means that it does extend back to July 1st of 2007.
22 That's the best I can do with that one.

23 Let's touch upon this notion of every time the defense files a motion,
24 the plaintiff not only responds but files a counter-motion. Mr. Greenberg, do you care

1 to speak to that? Is there a reason why? In other words, if your motion is important
2 enough that the Court really needs to look at it, is there a reason that it should be
3 mixed up in the back and forth and the back and forth of a countermotion, as
4 opposed to a separate motion?

5 MR. GREENBERG: Well, Your Honor, I don't appreciate the characterization
6 of my conduct by defense counsel. But putting that aside, Your Honor, this
7 particular issue before the Court really is intertwined. I mean, we don't -- and the
8 direction Your Honor was going in with your order, I would point out the ultimate
9 order that needs to be entered needs to make clear that the statute of limitations
10 toll is limited to those individuals who were employed from this period of July 1st --

11 THE COURT: Yes.

12 MR. GREENBERG: -- 2007, who --

13 THE COURT: Yes. By operation of the definition of the class.

14 MR. GREENBERG: As we -- well, as we were discussing before, though,
15 who were actually employed during the period of time when there was a change
16 that they should have been advised of, because there are individuals who were
17 employed during that period --

18 THE COURT: Understood.

19 MR. GREENBERG: -- who are not going to fall into that group. So it's not
20 going to be everyone who was employed from July 1st, 2007 to October 8th, 2010,
21 which is the period we're talking about. It's going to be a more limited group, which
22 we will have to ascertain.

23 THE COURT: The notice itself was required or the change in the rate
24 occurred what dates?

1 MR. GREENBERG: Your Honor, the notice that was dispatched was to
2 everyone who was identified going back to 2007, okay. We sent the notice --

3 THE COURT: Okay. And so there aren't any other years that we have to
4 be concerned about?

5 MR. GREENBERG: No. The notice would not need to change because
6 when I came to the Court and asked the notice be sent, I anticipated we would deal
7 with this issue in the future. We also were not sure at that time as to the statute
8 of limitations, which was settled subsequently to the notice being dispatched.

9 THE COURT: Yeah.

10 MR. GREENBERG: So there's no need for a further notice, but there is going
11 to be a need to ascertain whose claims are going to come in and be before the
12 Court for this 2007 through 2010 period.

13 THE COURT: Well, let's talk about that. If this Court's application or
14 interpretation and application of this constitutional mandate withstands the rigors of
15 appeal, would not this employer and every employer be well advised to immediately
16 then, if they haven't done so before, do what you're arguing for, that they hand out
17 written notices of the change? Otherwise they're going to be facing a future
18 litigation.

19 MR. GREENBERG: Your Honor --

20 THE COURT: Probably from you.

21 MR. GREENBERG: They give their employees paystubs with their paychecks.
22 It's very easy for them to print on the paystub the Nevada minimum wage rate is this
23 much and this much; whether you get health insurance. That's it. It's one sentence.
24 They put it on the paystub.

1 THE COURT: Okay.

2 MR. GREENBERG: It goes to the employee. They've complied with the law.
3 This is not an incredibly difficult thing for employers to comply with.

4 THE COURT: Well, I'm not talking about how difficult it is, I'm just saying
5 that if the argument that I have now accepted turns out to be accurate, then they do
6 need to get that word out. Otherwise there's just going to be another class action.

7 MR. GREENBERG: Well, they need to make that notification every time
8 there's a change, okay.

9 THE COURT: Yeah.

10 MR. GREENBERG: And the scope of this problem is really probably limited
11 to his industry or maybe a few other industries where they have simply neglected
12 their obligation under the Nevada minimum wage amendment. In other industries
13 they've recognized their obligation and they've paid the minimum wage, largely,
14 so we don't have a flurry of litigation involving complete non-compliance with the
15 minimum wage standard in the state because employers generally comply --

16 THE COURT: Okay.

17 MR. GREENBERG: -- because they're not in this industry.

18 MS. RODRIGUEZ: I'm just going to comment on that, Your Honor.

19 THE COURT: Yes.

20 MS. RODRIGUEZ: Excuse me. But, you know, the Court's ruling I think
21 really has broader ramifications than what Mr. Greenberg is representing because
22 I'm not sure there's any employer that sends out a written letter to every employee.
23 This is not the taxicab industry. This is now every employer in the state of Nevada
24 every time there's a rate change --

1 THE COURT: I agree.

2 MS. RODRIGUEZ: -- and this is not how it's been done, will have to send
3 a letter or some --

4 THE COURT: Or do what he's talking about.

5 MS. RODRIGUEZ: Do something like that --

6 THE COURT: Something. Yeah.

7 MS. RODRIGUEZ: -- which is kind of -- you know, again, we're getting back
8 to a technical thing where he's saying all they should have done is just print it on
9 the top of a paycheck and that would have been sufficient, as opposed to the big
10 posters that are available to everybody to see.

11 THE COURT: Yeah.

12 MS. RODRIGUEZ: And because of that, then now the employer is on the
13 hook now for an additional almost four years of liability based on that --

14 THE COURT: Yeah.

15 MS. RODRIGUEZ: -- which, you know, again, I just wanted to make that
16 comment that I think this is a lot broader ruling --

17 THE COURT: I agree.

18 MS. RODRIGUEZ: -- than what he's saying in terms of it just being limited
19 to the taxicab industry, A Cab or the taxicab industry. It's all employers.

20 THE COURT: Yeah. And I think part of the reason why I feel compelled to
21 interpret the Constitution as I believe it's intended to be interpreted is because there
22 needs to be -- obviously everybody needs to know, is that really true, do we really
23 have to give some written notice to each and every employee in order to comply with
24 the Constitution. And the only way to know that is for somebody to rule it and I'm

1 just sorry it's me, because as I said, I'm not saying I'm sorry that they have to have
2 notice, I'm saying that I tend to where possible think what's pragmatic is what
3 works, is what passes muster under the law. I'm afraid I don't think so in this case.
4 To do so I would be modifying, I would be -- I don't know, just not doing what the
5 Constitution appears to me to specifically require.

6 Be that as it may, so the defendants' motion for judgment on the
7 pleadings is denied and technically the defendant's -- I'm sorry, the plaintiffs'
8 countermotion for --

9 MR. GREENBERG: Your Honor, I would actually propose that their motion
10 needs to be granted in part, because to the extent that Your Honor has certified
11 a class of individuals going back to 2007 --

12 THE COURT: Okay.

13 MR. GREENBERG: -- who are not subject to a toll for the reasons I explained
14 to you and they do not have claims after October 10th, 2008, they need to be
15 dismissed.

16 THE COURT: Okay.

17 MR. GREENBERG: And we need to ascertain who those individuals are.

18 THE COURT: All right.

19 MR. GREENBERG: We're going to have to engage in a process to do that,
20 Your Honor.

21 THE COURT: That's correct. All right, so big win. The defendants' motion
22 is granted to the extent -- You're going to have to define that again, Mr. Greenberg.

23 MR. GREENBERG: I will draft an order and get it to defendants.

24 THE COURT: Yeah.

1 MR. GREENBERG: I think the parties are going to have to coordinate a
2 stipulation, an exhibit of some sort indicating who these individuals are who are
3 subject to the toll within the definition that -- the ruling Your Honor has made. And
4 if we can't do that, then we'll have to -- that will have to be subject to some further
5 ruling by the Court.

6 THE COURT: Yeah.

7 MR. GREENBERG: We'll have to submit the information to Your Honor and
8 Your Honor will have to rule whatever our dispute is --

9 THE COURT: Yeah.

10 MR. GREENBERG: -- in terms of weeding out who these individuals are.

11 MS. RODRIGUEZ: I would like it repeated, Your Honor, because I really
12 don't -- I'm looking at my co-counsel, too --

13 THE COURT: Okay.

14 MS. RODRIGUEZ: -- and I'm kind of confused as to what he's wanting.

15 THE COURT: So let's talk about who doesn't it apply to, then.

16 MR. GREENBERG: If an individual was employed between July 1st, 2007
17 and October 8th, 2010 --

18 THE COURT: Yeah.

19 MR. GREENBERG: -- but was not employed when there was a change in
20 the minimum wage rate.

21 THE COURT: Okay.

22 MR. GREENBERG: Changes in the minimum wage rate occur on July 1st
23 of every year if there is a change. There were changes -- I believe it was in 2008,
24 2009. Well, my associate is advising me that it was 2010. I believe there were

1 changes on July 1st, 2008, 2009, as well as 2010. The last change was in 2010,
2 Your Honor. We know that.

3 THE COURT: Okay.

4 MR. GREENBERG: If they were not employed on one of those dates --

5 THE COURT: Uh-huh.

6 MR. GREENBERG: -- then the statute of limitations is not tolled. So
7 essentially we would have subgroups of people whose claims would be tolled
8 potentially as of July 1st, 2007, as of July 1st, 2008, as of July 1st, 2009, because
9 that's the date that the violation -- the notice violation occurred and they were
10 employed with the employer.

11 THE COURT: Okay.

12 MR. GREENBERG: Individuals who were not employed during that date
13 change, that July 1st date of those years --

14 THE COURT: Uh-huh.

15 MR. GREENBERG: -- the statute of limitations is not going to be tolled for
16 them because the employer --

17 THE COURT: Well, who would -- for an example, what kind of dates for an
18 employee would disqualify them from being able to -- (inaudible).

19 MR. GREENBERG: If an employee began work August 1st, 2007 and left
20 June 1st, 2008 --

21 THE COURT: Okay. They're out.

22 MR. GREENBERG: -- they weren't there during a time when the employer
23 had an obligation to notify them, so they're not going to benefit from a toll.

24 THE COURT: Okay.

1 MR. GREENBERG: That is how we would discern the members of the
2 already certified class who are going to remain and not have their claims dismissed.
3 Some of these people did not work, you know, for a long period of time. They
4 didn't work during that trigger date where the obligation of the employer existed.
5 Therefore, they're not going to get a toll. I want to be sure that the Court's order
6 is implemented in a fashion consistent with the law and the obligations we've been
7 discussing, Your Honor.

8 THE COURT: Okay. And is there no one else who could claim some
9 equitable tolling? For example, if there was some sort of notice, you said in 2008
10 or 9? Was there any?

11 MR. GREENBERG: Well, if someone was employed from June 1st of 2008
12 through let's say September of 2008 and they didn't get the notice that was required
13 on July 1st, 2008 --

14 THE COURT: Right.

15 MR. GREENBERG: -- their claim would be tolled back to July 1st, 2008 --

16 THE COURT: Okay.

17 MR. GREENBERG: -- because that was the act, the violation. So part of
18 their claim would be tolled. They would have actually had some employment prior
19 to July 1st of 2008 in that example.

20 THE COURT: Right.

21 MR. GREENBERG: But that part wouldn't be tolled --

22 THE COURT: Wouldn't be tolled.

23 MR. GREENBERG: -- because the employer didn't violate any obligation
24 until July 1st of 2008. So the toll that's going to be applied is going to be to a limited

1 group of individuals and it's not actually going to run from the same date for each
2 individual. We need to review the records and see who was employed during that
3 trigger date, Your Honor.

4 THE COURT: Does this not operate as yet another reason why a more
5 pragmatic interpretation of the constitutional mandate should be used?

6 MR. GREENBERG: Well, Your Honor --

7 THE COURT: I mean, because now we've got, you know, I don't know if it
8 amounts to subgroups or subclasses, but you've got bunches of individuals. It's
9 going to be a monumental work to figure out who was employed during -- on the
10 operative date, July 1st of 2007.

11 MR. GREENBERG: Your Honor, we have the benefit of computerized payroll
12 records. We know who was employed when based on the data that was produced
13 in this case. It's actually not a very great task. And in fact, Your Honor, it's really no
14 different than looking at the start date that each person started working. They don't
15 have a claim before they starting working for the employer, in any event. So we're
16 just saying for certain of these individuals their start date for purposes of this case
17 is going to be July 1st of one of those years, 2007, 2008, 2009, 2010. For other
18 individuals they're going to be dismissed entirely because the employer never had
19 an obligation to notify them in accordance with the constitutional language.

20 I'm not telling you, Your Honor, that this is an extremely effective,
21 pragmatic, easy sort of structure of the law here, but it is the structure of the law,
22 as Your Honor has acknowledged. And the Court's obligation is to --

23 THE COURT: Well, the implementation of constitutional protections is seldom
24 an easy task. It's messy.

1 MR. GREENBERG: I understand, Your Honor, but --

2 THE COURT: You were going to say something, Ms. Rodriguez.

3 MS. RODRIGUEZ: Well, I just -- I don't know if I should leave this alone
4 or not. It's just getting more and more kind of fuzzy in my mind because I wasn't
5 clear that the Court -- I think what the Court is saying is that in accordance with the
6 Constitution only written notification of the adjustment or the change has to be given
7 to the employee, but if the employee comes in July 2nd after that written notification
8 has already gone out, then they don't get to find out about it until the next time
9 there's a rate adjustment. There's no requirement -- the Court is not saying there's
10 a requirement to let them even know what the minimum wage is.

11 THE COURT: There's no equitable tolling of the 2-year statute as to them.

12 MS. RODRIGUEZ: Uh-huh. Okay.

13 THE COURT: So I don't know how that's going to shake out exactly, but that
14 would be the only -- you know, the furthest that I can logically think you would do
15 in applying this precept.

16 MS. RODRIGUEZ: So unlike his suggestion that it has to be on all the
17 paychecks every time they get a paycheck, it really has to only be on the July 1st
18 paycheck when there's a rate adjustment, and if you come in --

19 THE COURT: I thought that's all he was saying. I thought that's --

20 MS. RODRIGUEZ: -- if you come in afterwards --

21 THE COURT: That was the only thing I thought he was saying.

22 MR. GREENBERG: I would concur with defense counsel on that point,
23 Your Honor.

24 THE COURT: You think it has to be every week?

1 MR. GREENBERG: No, that it would only have to be advised as to the
2 notification.

3 THE COURT: Oh. That it would only have to be the one paycheck.

4 MR. GREENBERG: Say the Nevada minimum wage rate has now increased
5 to whatever it has.

6 THE COURT: Okay.

7 MR. GREENBERG: And that's it. The employer has complied.

8 THE COURT: All right. Well, I think we've played that one pretty well. Why
9 don't we move on to another one. Anyone want to nominate one for the next
10 consideration?

11 MR. GREENBERG: Your Honor, I am eager to see the motion for partial
12 summary judgment determined by the Court.

13 THE COURT: I'll bet you are.

14 MR. GREENBERG: But Your Honor may feel it's more appropriate to deal
15 with some of the other ones first.

16 THE COURT: I do, as a matter of fact. I would tend to leave that one for
17 probably last. Let's look at defendants' motion for leave to amend the answer to
18 assert a third party complaint. The plaintiffs' response includes a couple of things,
19 a couple of points. One is that there is no action, court action for champerty. And
20 secondly -- let's see, I have to be reminded of what your second one was. What is
21 your second one in a nutshell, Mr. Greenberg?

22 MR. GREENBERG: Your Honor, there were in fact two motions filed for this.
23 The first one was withdrawn.

24 THE COURT: Right.

1 MR. GREENBERG: We only objected to the withdrawal to the extent we
2 wanted our cross motion for sanctions heard. The second motion which does
3 remain before the Court claims that there was an interference with contract because
4 we persuaded Your Honor --

5 THE COURT: Interference with contract.

6 MR. GREENBERG: -- to issue an injunction in the Dubric case.

7 THE COURT: And what was your -- the essence of your response to that?

8 MR. GREENBERG: Well, Your Honor, there's no contract that was interfered
9 with because they allege that we've obstructed their agreement to resolve and settle
10 the Dubric litigation on a class-wide basis and they had no legal right to do that.
11 I mean, any right to do that obviously was subject to approval by the Court. We
12 in fact represent the class members so we have a right to object, in any event, and
13 to come to Your Honor or to Judge Delaney, who we did see on that as well, and
14 persuade the Court to take action otherwise. So there's no basis for --

15 THE COURT: Well, let me ask you a question.

16 MR. GREENBERG: Yeah.

17 THE COURT: Why would -- I mean, you're arguing to me the facts, but why
18 would I not determine whether such a third party action could be filed based simply
19 on a basic construction of the law or interpretation of the law? If, for example,
20 you're correct that there is no cause of action for champerty, okay, then why would
21 I let them file such a complaint? But if the resolution of whether or not they could
22 have a cause of action based upon the second, the whole argument that you just
23 laid out, if that is fact-driven, then why would I not let them file the complaint at least
24 so that, for one thing, it would protect the statute of limitations on it? That's not to

1 say that it has to be resolved at the same time as the rest of this lawsuit. I would
2 see no reason why it couldn't be severed or -- yeah, severed and dealt with
3 separately. But as to the question of why they couldn't file such an action, how far
4 am I supposed to go in trying to make a determination now of whether they might
5 ever, based on these facts, be successful?

6 MR. GREENBERG: Well, Your Honor, there's a big difference between
7 them naming me as a third party defendant in this case --

8 THE COURT: Uh-huh.

9 MR. GREENBERG: -- and bringing some independent claim against me
10 because I did some tortious conduct or some other improper act and injured the
11 defendant. Obviously they have a right to their legal remedies if I have violated the
12 law and the Court should deal with that. But their allegation on that point, as I think
13 Your Honor is pointing out, has no relationship to this case whatsoever. Proof of
14 those -- assuming those allegations were sustainable in the first place, proof of
15 those allegations has nothing to do with proof of any issue that's being litigated
16 before Your Honor in this case. There's no reason for that case to be brought as
17 a third party, as an impleader action to implead me in this case. The only reason
18 they're doing this, Your Honor, is to make it impossible for me to represent the class
19 and to create a conflict of interest because obviously if I -- I mean, it would be a very
20 strange trial to say the least, Your Honor, if we were going to simultaneously present
21 evidence to the jury to the defendants' liability and then the defendants were going
22 to turn around and say, well, you know, men and women of the jury, if we're liable
23 then plaintiffs' counsel is liable to us.

24 THE COURT: Yeah.

1 MR. GREENBERG: I mean, it's completely untenable. It doesn't work,
2 Your Honor. This is just done in an abusive fashion and harassing fashion. They
3 actually modeled this on the Western Cab litigation before Judge Bell where they're
4 attempting -- where they actually filed a third party complaint against me, claiming
5 that I tortiously interfered with their contracts with their cab drivers to be paid less
6 than the minimum wage, which was an allegation -- and that I engaged in champerty
7 again, okay. So this is a model that certain members of this industry have adopted
8 in terms of fighting these litigations and taking them against me.

9 Now, I understand Your Honor isn't here to take sides. Your Honor
10 is here to apply the law and I respect that and you're trying very hard to do that with
11 a clear mind and a clear sight. If Your Honor simply wants to take the position that,
12 look, whatever issues you have that you are raising here, they don't belong in this
13 case and simply leave it at that, then that's Your Honor's decision. I would suggest
14 that Your Honor should make a determinative ruling as to the inadequacy of these
15 claims because there is no legal basis for them. There's no claim that can be made
16 for champerty. Champerty isn't a cause of action.

17 And in addition, their claim that I tortiously interfered with a third party
18 contract refers to a nonexistent contract. I mean, the allegation that I interfered with
19 their contract to settle the Dubric litigation, they didn't have an enforceable contract.
20 I can't interfere with something that they don't have a legal right to do. Their legal
21 right is limited by leave of this Court. So to the extent -- I mean, obviously to the
22 extent that I was acting on behalf of the class, I would also submit if we were to go
23 beyond that analysis, Your Honor, the fact that this Court previously appointed me
24 class counsel, okay --

1 THE COURT: Yeah.

2 MR. GREENBERG: -- so that as a result my clients who I represent, a
3 thousand drivers of the company, they have a privilege, they have a vested right
4 to speak to the Court about their interest in any resolution of their claims, which is
5 what they were proposing.

6 So even if the Court were to not go with the first level of the analysis
7 here, which I say there is no enforceable right, okay, as a matter of law the conduct
8 they allege I engaged in was privileged. It has to be privileged because of my role
9 as class counsel, as appointed by this Court.

10 THE COURT: So, what I hear you saying is it does not really take some
11 sort of sorting out and determination of the correctness or incorrectness of factual
12 allegations.

13 MR. GREENBERG: That is --

14 THE COURT: So much as you're saying that you can't -- that as a matter
15 of law an attorney who does even what they claim they did is not -- has not violated
16 any right, and I'm sure you would add and on top of that the Court must be looking
17 carefully to be sure that this is not used as a trial tactic in any case to knock out the
18 attorney for one side or the other.

19 MR. GREENBERG: Well, yes, Your Honor. I think the Court needs to be
20 concerned about the proper administration of justice here.

21 THE COURT: All right. Ms. Rodriguez, what --

22 MS. RODRIGUEZ: Well, I think the Court --

23 THE COURT: That sounds reasonable, doesn't it?

24 MS. RODRIGUEZ: Well, first of all, I don't know about the allegation that

1 there's this industry conspiracy against him. I do know -- I am aware that other
2 defendants have brought in third party complaints or direct counter-complaints
3 against Mr. Greenberg. Western Cab is one of them. He has moved to dismiss
4 that and Judge Bell has not dismissed that as of today. So I know that there are
5 other pending cases against Mr. Greenberg and his firm. They're appropriate in this
6 circumstance and I think the Court is correct, is that he is arguing -- at this point he's
7 arguing factual allegations to support the Court denying our right to even allege the
8 complaint.

9 Champerty is an appropriate cause of action and I cited to the cases
10 in my briefing on that. And as well as the second cause of action, which is the
11 tortious interference claim, Mr. Greenberg is only mentioning to the Court half of
12 that basis for that claim. The other basis for that claim is interference with a contract
13 with a former employee, Wendy Gagliano. There is an agreement in place that
14 we believe Mr. Greenberg has induced Ms. Gagliano to break that agreement with
15 A Cab. And in preparing for this case I did note that there is another important
16 California case that I would like to bring to the Court's attention. It's called
17 Zimmerman v. Bank of America National T&S Association. The cite is 191 Cal. App.
18 2d 55, or 12 Cal. Rptr. 319. It's a 1961 case which says, "The actionable wrong lies
19 in the inducement to break the contract or to sever the relationship, not in the kind
20 of contract or relationship so disrupted, whether it is written or oral, enforceable or
21 not enforceable."

22 So that is really contrary to what Mr. Greenberg is arguing in terms of
23 the Dubric matter. He's arguing that we would have no cause of action against him
24 because the Dubric contract was not enforceable. That remains to be seen. That

1 has not -- I mean, there still is an agreement in place with the Barrasso Law Firm
2 and their clients and that is up before the supreme court right now.

3 THE COURT: Good.

4 MS. RODRIGUEZ: So we did have a contract there. But there's also the
5 second part of that contract, which is the Gagliano/A Cab agreement that Mr.
6 Greenberg has also interfered with. So they are legitimate causes of action and
7 we're still within the discovery period to complete any discovery that needed to
8 be done on those particular third party complaint causes of action. And if the
9 Court determines that it needs to be bifurcated at trial at that point, you know, the
10 discovery will at least be completed and the Court can make a decision then. But
11 right now he's arguing basically for summary judgment, when we haven't had an
12 opportunity to work up the remainder of those claims.

13 THE COURT: And do I have your proposed --

14 MS. RODRIGUEZ: Yes, Your Honor. It's attached to the motion, I believe
15 at exhibit -- it's probably the first exhibit. Let me check. Yes, it's Exhibit 1. It's
16 defendants A Cab and Creighton J. Nady's amended answer to second amended
17 complaint and third party complaint and it alleges first cause of action champerty
18 and second cause of action intentional interference with contractual relations.
19 And again, I know Mr. Greenberg said earlier in his argument he was criticizing
20 my characterization of his pleadings tactic, and it's not my characterization, he's
21 filed a countermotion to this. You know, every time we file a motion there's a
22 countermotion.

23 THE COURT: Uh-huh. Well, generally speaking when I'm told, you know,
24 you shouldn't be able to file a countermotion, I have to look at it one at a time and

1 there are times when I simply advise the other side that that's the kind of matter
2 that should be raised in its own motion, most notably the attempts to get Rule 11
3 sanctions on counsel that are not raised in a separate pleading, as opposed to
4 throwing it in, you know, as a response to a motion.

5 So we have four --

6 MR. GREENBERG: Your Honor --

7 THE COURT: I'm not on the right page. All right. So, jeopardy, intentional
8 interference with contractual relations. And those are the only two causes of action,
9 right?

10 MS. RODRIGUEZ: Correct.

11 THE COURT: Okay. Mr. Greenberg.

12 MR. GREENBERG: Your Honor, if I might just address the issue of Ms.
13 Gagliano, which I did not discuss with the Court. To the extent that defendants'
14 allegations are true, that they have this contract with her, that she was not supposed
15 to, you know, provide information or discuss things and that contract was violated,
16 as discussed at page 5 of my opposition, the NRS, NRS 41.071 specifically provides
17 that a contract to prevent another from being a witness or disclosing any matter or
18 information is not enforceable, okay. It states -- this is Rule 11 -- no person has a
19 privilege to prevent someone else --

20 THE COURT: Okay. So you're --

21 MR. GREENBERG: -- from truthfully providing information. So their contract,
22 to the extent that they had one with Ms. Gagliano, did not bar her from -- it's not
23 enforceable to the extent that it would bar her from providing evidence in this
24 proceeding, which is what they allege she did by giving me a statement.

1 THE COURT: So you're suggesting that is a cause of action that the Court
2 could look at and deal with without waiting because as a matter --

3 MR. GREENBERG: Well, Your Honor, as a matter of law there's no
4 enforceable -- there's no enforceable legal right there, is what I'm saying. As
5 alleged in their complaint, their complaint doesn't -- assuming all the facts are true,
6 which the Court I understand is going to do, there's no legal right that they are
7 articulating here that the Court has the power to recognize for these reasons, Your
8 Honor.

9 THE COURT: And you assert the same or similar argument as to champerty,
10 that you can't have a cause of action for champerty?

11 MR. GREENBERG: There's never been a cause of action for champerty.
12 Champerty is a defense as to enforcement of a contract. It's never been recognized
13 under the common law as an affirmative claim.

14 THE COURT: Okay. So, at any rate, it appears that perhaps both sides
15 agree that the two causes of action the Court can look at that and at least rule as
16 a matter of law -- be able to rule whether or not as a matter of law you could not file
17 such a third party complaint. Let's move beyond that. Let's say the Court looks at
18 the -- at that proposed third party complaint and determines that one or both survive
19 such an analysis so that the Court could not say that legally as a matter of law you
20 could not have such a cause of action. Then the question becomes how do we
21 treat that? Does the Court allow the filing as a third party complaint and then do
22 something with it, other than make it a part of the lawsuit? I think if I was hearing
23 right that both sides are in agreement that it would have to be walled off from the
24 main complaint at trial, that we would not be trying to visit -- not trying to litigate

1 the complaint and the third party complaint at the same time.

2 Do you agree with that, Ms. Rodriguez?

3 MS. RODRIGUEZ: I think we would have to see what came out in discovery
4 and how intertwined the testimony of Ms. Gagliano would be.

5 THE COURT: Uh-huh.

6 MS. RODRIGUEZ: That's what comes to mind because, you know, I think
7 Mr. Greenberg and I are arguing two different things. You know, he's arguing that
8 her contract is not enforceable, and I gave Your Honor the case that says that's
9 not really a reason for defeating intentional interference with business contracts.
10 And I note -- I forgot to mention that that case is already -- is also mentioned in
11 the Nevada Supreme Court. It's relied upon in the Stalk v. Mushkin case, which is
12 125 Nevada Advance Opinion --

13 THE COURT: Hold on one second with that.

14 MS. RODRIGUEZ: Sure.

15 THE COURT: I lost my law clerk.

16 MS. RODRIGUEZ: Yes. I'm sorry.

17 THE COURT: Okay. She's citing another case, a Nevada case.

18 MS. RODRIGUEZ: Stalk v. Mushkin. Michael Mushkin, I believe. It's 125
19 Nevada --

20 THE COURT: No doubt.

21 MS. RODRIGUEZ: I'm sorry?

22 THE COURT: No doubt.

23 MS. RODRIGUEZ: Oh. 125 Nevada Advance Opinion No. 3, or 199 P. 3d
24 838. It's a January 29th, 2009 case that also cites and relies upon the Zimmerman

1 case, indicating that it doesn't matter whether the contract is enforceable or not in
2 addressing intentional interference with prospective business contractual relations.

3 So I guess in answer to the Court's question, I think we would be
4 interested in taking Ms. Gagliano's deposition before the close of discovery. And
5 perhaps some of that's where I see maybe these two matters overlapping, but if --

6 THE COURT: Well, my intention would no doubt be, if I allow either or both
7 of these to be filed, is that I would -- the default position would be that I would sever
8 them, subject to any motion at some point, at a later point to revisit that question.
9 I do tend to agree with Mr. Greenberg that it would become almost impossible to
10 litigate a case if you at the same time are trying to litigate a third party complaint
11 against one of the attorneys in the case. So I don't see how that would work, but
12 I'd, you know, listen to argument.

13 MS. RODRIGUEZ: It also will become, depending on how the Court is going
14 to handle it, but I think the Court would probably handle any motions on attorney's
15 fees should they prevail at the underlying minimum wage case because that's really
16 where the champerty argument is coming in. You know, as the Court is now aware,
17 there's the same cause of action, the same class that's over in Judge Delaney's
18 courtroom and we're looking at attorney's fees in the \$50,000 range. Here we're
19 looking at attorney's fees in the \$500,000 range. So perhaps -- I'm not sure how
20 the Court would lay out the sequence of events, but if this is going to be a matter --
21 attorney's fees are going to be a matter for the Court to hear the evidentiary hearing
22 as opposed to the jury, that may be where the champerty evidence would come in
23 for the Court's consideration.

24 THE COURT: I'm not going to determine at this point whether or not that

1 motion could be granted. I'm going to have to look at the authorities a little more.
2 Before we leave that, though, let's -- I mean, we've kind of attenuated the whole
3 thing because of my inquiry to Mr. Greenberg that he's already responded to. But
4 let's not just leave it at this. For example, Mr. Greenberg contends that not only
5 should I not allow the third party complaint to be filed, but that I should sanction
6 the other side for even proposing it or filing it. Is there any more that needs to be
7 argued as to that proposition?

8 MR. GREENBERG: Your Honor, I think that the briefings as submitted to the
9 Court are clear. I just want to emphasize one thing because defendants' counsel is
10 citing to this Zimmerman case in California and is making this assertion that whether
11 the contract that they supposedly had with Ms. Gagliano was enforceable or not is
12 not the issue in respect to making out a claim for interference. That is not the law.
13 As discussed at page 5 in my brief --

14 THE COURT: Uh-huh.

15 MR. GREENBERG: -- the Nevada Supreme Court has been very clear in
16 the Sutherland case --

17 THE COURT: Uh-huh.

18 MR. GREENBERG: -- which was from 1989: "To establish intentional
19 interference with contractual relations the plaintiff must show, one, a valid and
20 existing contract."

21 THE COURT: Uh-huh.

22 MR. GREENBERG: "The defendant's knowledge, intentional acts, actual
23 disruption of the contract, and five, resulting damage." Your Honor, it is impossible
24 for them to meet these requirements, given the protection of NRS 41.071, which is

1 that they have no privilege to prevent from Ms. Gagliano from giving testimony in
2 this case. So they cannot claim that they have resulting damage from a violation
3 of a contractual obligation that she obtained that I somehow induced. Forget about
4 whether they established that I induced it or not --

5 THE COURT: Uh-huh.

6 MR. GREENBERG: -- I'm just saying on the allegations that are made, given
7 the structure of the law here, there is no claim stated, Your Honor. And this again
8 is precisely the reason why I have asked for the sanctions in this case, because they
9 know better, okay. But let me not belabor the point. Your Honor wants to reflect
10 on this further.

11 THE COURT: Yeah.

12 MR. GREENBERG: We have other issues to deal with.

13 THE COURT: What about on your countermotion, though, for sanctions?
14 What is -- tell me -- remind me, what is the sanctions you're asking for? Ten
15 thousand dollars, I see.

16 MR. GREENBERG: Your Honor, whatever the Court deems appropriate.
17 I mean, dealing with this particular motion, you know, has consumed -- I had
18 requested \$4,815 in fees because I responded to the first motion, which they
19 then withdrew twenty days after I served them with a Rule 11 notice. And then
20 I requested another \$1,500 -- \$6,345 in terms of responding to both motions. It is
21 up to Your Honor to decide an appropriate quantum of attorney's fees. I mean,
22 a sanction could be in the form of a payment to the Law Library here in Clark
23 County or something else. This is discussed in my papers. Your Honor has broad
24 parameters to work with here. I don't want to take up the Court's time on it, unless

1 the Court has questions.

2 THE COURT: Okay.

3 MS. RODRIGUEZ: Your Honor, I would like to be heard on the sanctions
4 issue --

5 THE COURT: Sure.

6 MS. RODRIGUEZ: -- because I brought this issue up before the Discovery
7 Commissioner and unfortunately it was never addressed. It bothers me and it is
8 a real problem in this lawsuit, as well as my understanding is in the lawsuits -- the
9 other lawsuits that Mr. Greenberg has brought in the Eighth Judicial District Court,
10 in that every pleading he files with the court, particularly with the Discovery
11 Commissioner, every single one he asks for sanctions against me personally,
12 against Mr. Wall, against my client.

13 THE COURT: Uh-huh.

14 MS. RODRIGUEZ: And to me, being a member of the Bar for 20 years,
15 sanctions are an extreme measure when there has been some very bad behavior.
16 I've never been sanctioned in 20 years. I can tell Your Honor that I get calls quite
17 frequently from my colleagues that he has terrified because he threatens these
18 sanctions over and over and over. And I think his motive is if you ask for them
19 enough times, eventually you're going to get them. I think they're improper.
20 He's been using them as a bully tactic. I think Your Honor is aware that he's
21 misrepresented to the Nevada Selection on the Judicial Commission where I've
22 applied for a judge position twice. He submitted correspondence indicating already
23 that I have been sanctioned, when I have not been sanctioned.

24 THE COURT: I was not aware of that.

1 MS. RODRIGUEZ: And the Discovery Commissioner many moons ago
2 sanctioned A Cab for a deposition that they felt -- that she felt was unnecessary.
3 It remains to be seen whether that deposition was unnecessary or not because
4 it's come -- we've both relied on it quite frequently, so I think it was a necessary
5 deposition. That was of James Morgan. But Mr. Greenberg continues to reiterate
6 to everyone from the Judicial Commission to Governor Sandoval that that sanction
7 was a sanction against me. And, you know, he's got everybody shaking in their
8 shoes about these sanctions and it puts me in a very difficult position of either
9 wanting to protect myself and not file motions which I believe are with good basis
10 and I've argued as to why they're a good basis, they're not frivolous motions, or
11 protecting my client, doing my job, advocating for my client, because every time
12 I advocate for my client he threatens me with sanctions.

13 I think they're not proper in this instance and I would ask the Court
14 to address those with Mr. Greenberg, that you can't be asking for sanctions every
15 single time you're filing a motion, to be used in this fashion as a bully. It's really
16 a bullying tactic, is why he's threatening these sanctions constantly.

17 THE COURT: Well, I would not propose to discuss this with Mr. Greenberg,
18 other than to say I suppose what's sauce for the goose is sauce for the gander. It is
19 conceivable, at least, that if someone was doing that sort of thing that they might get
20 sanctioned. I am not -- I'm not at all saying that I feel inclined to tell Mr. Greenberg
21 that he should not ask for sanctions if he thinks they're warranted. I'm here to
22 litigate the issues, whatever they may be. It is obviously more costly and prolongs
23 the litigation if you have bad blood between the attorneys and then you wind up
24 dealing with the case inside the case and it probably is something that is better left

1 to some other avenue. But that's as far as I would make comment.

2 MR. GREENBERG: I understand, Your Honor. If I might respond, counsel
3 has stated twice to Your Honor now that I advised the Commission on Judicial
4 Selection that she was sanctioned. That is absolutely untrue. I have the written
5 correspondence. It should be on my computer here. I expressly advised the
6 Commission that Ms. Rodriguez could not be held responsible personally for a
7 sanction issued against her client. I never told them that she was sanctioned.
8 I explained I had other issues with her conduct in this litigation.

9 And, Your Honor, I also have an issue that she then went to the
10 Discovery Commissioner and asked the Discovery Commissioner to issue an order
11 to refrain -- that I should refrain from making further comments to the Judicial
12 Commission about her, Your Honor. My participation in that process as a member
13 of the State Bar is of course a duty that I have to advise the Commission and it's
14 also privileged. The court doesn't have any basis to restrain me from making that
15 sort of, you know, complaint, inquiry, comment on the appointment of someone to
16 the bench, Your Honor.

17 My point, Your Honor, is we shouldn't -- this should not be before Your
18 Honor is my point, and it is absolutely untrue. I can provide my correspondence to
19 the Commission if Your Honor would like to see it. But we should move on. Your
20 Honor needs to deal with the issues in this litigation, not collateral matters that
21 should not be brought before Your Honor.

22 MS. RODRIGUEZ: Well, it's not collateral, Your Honor, because he's asked
23 for them again.

24 THE COURT: Yeah.

1 MS. RODRIGUEZ: He's asked for them again. And that's not what I asked
2 the Discovery Commissioner. I didn't ask her to restrain Mr. Greenberg from making
3 a public comment. I asked her for him to clarify because he was implying in so
4 many words that I was sanctioned, and that was very clear in the discussions with
5 the Judicial Commission. It was public record. It was publicly broadcast to the
6 public as to Mr. Greenberg's letter. And like I said, it went up to Governor Sandoval,
7 who said he read the entire deposition of Mr. Nady. He reviewed the pleadings and
8 everything that Mr. Greenberg had submitted and said I didn't get anything out of
9 these pleadings and this deposition in accordance with what Mr. Greenberg was
10 representing. So I felt at least a lot better that the Governor, a former federal judge,
11 had read this, but this shows how far it's been going. And it's not necessarily
12 bad blood, Your Honor. I haven't asked for -- I don't go after him personally and
13 sanctions like that. So this is -- you know, this is coming from him, Your Honor.

14 THE COURT: Well, my experience so far is that generally speaking when
15 we get this kind of to some extent bad blood between the attorneys, nobody can say
16 it's all the other side, it's not me at all. I mean, it is almost part of the nature of the
17 beast that when you're litigating and you're in the heat of battle it's pretty tough
18 not to land some blows that might be technically outside the safe zone.

19 So I'm not inclined to hold either side at fault over -- particularly over
20 any conduct outside of this litigation. But I have to deal with -- both sides have
21 generally complained that the other side is doing something for purely tactical
22 reasons, as opposed to resolving genuine issues within the litigation. This is
23 certainly not the only case that I get those kinds of arguments, and we'll just deal
24 with them as we have to as we move along.

1 All right. So I'm going to take the motion itself under submission, as
2 well as the countermotion for sanctions and I will put those down for a chambers
3 calendar.

4 THE CLERK: June 5th, chambers calendar.

5 THE COURT: Okay. June 5th, chambers calendar.

6 All right. Okay, how about bifurcate?

7 MR. GREENBERG: Your Honor, that's plaintiff's motion. This is really
8 directed to the Court's discretion. I mean, I don't see that there's any controlling
9 direction that the Court needs to follow in this. I think the Court really needs to
10 evaluate the circumstances and proceed in the fashion that they think is most
11 efficient and effective from a judicial economy point of view. And on that note,
12 Your Honor, I think that the economy is going to be served by bifurcating the
13 question of liability against Mr. Nady because his liability is completely derivative
14 here. If whatever is found against A Cab is satisfied by A Cab, there's no need --

15 THE COURT: Uh-huh.

16 MR. GREENBERG: -- for there to be findings regarding these alter ego
17 allegations or misconduct allegations --

18 THE COURT: Uh-huh.

19 MR. GREENBERG: -- or his other potential conduct that would have to be
20 evaluated and the facts bearing on that and decisions made on that. So on that
21 basis alone I would submit that the bifurcation makes sense, Your Honor. If the
22 Court is not inclined to agree to the bifurcation, I need to address this issue of how
23 Mr. Nady may or may not be able to shield his personal liability based upon this
24 exploration -- not exploration, Your Honor, but established facts as to what his

1 financial gain was from the operations of the business. And we can address that
2 separately if Your Honor wants to just deal with --

3 THE COURT: Well, does the -- does his involvement emanate purely from
4 the piercing the corporate veil aspect?

5 MR. GREENBERG: Well, Your Honor, it does in the sense that the major
6 allegation against him in this case in terms of his personal liability I believe really
7 corresponds to the time period after February of 2013. At that time Your Honor
8 made a ruling that the minimum wage act applied to the class.

9 THE COURT: Uh-huh.

10 MR. GREENBERG: And clearly the defendants were on notice that they
11 had to comply with the act.

12 THE COURT: Uh-huh.

13 MR. GREENBERG: They did not. They did not actually start complying with
14 the act, by their own admission, and this is, you know, part of the partial summary
15 judgment motion, until about 18 months later, sometime in 2014. Mr. Nady is
16 the principal and the sole beneficiary of the business operations. It essentially
17 enhanced his financial returns, his reward from the operations of the business
18 through that violation of the law for that approximate 15 month, 18 month period.
19 The company clearly knew that they had to comply with the law. Your Honor had
20 ordered it. They didn't.

21 Now, there are other allegations against him regarding his misuse
22 of the corporate form and his use of the corporation as an agent to otherwise not
23 keep proper records or otherwise manipulate the record keeping or instruct the
24 corporation intentionally not to pay the drivers minimum wages for other periods of

1 times and involving other circumstances. I'm separating out those other allegations,
2 Your Honor --

3 THE COURT: Uh-huh.

4 MR. GREENBERG: -- because I'm sure Your Honor can understand those
5 involve somewhat different issues factually. When we talk about this time period
6 from February 2013 through August of 2014, approximately, it's established record,
7 you know, what happened in terms of the business, in terms of Your Honor's rulings
8 and in terms of the conduct of the company because we have the payroll records,
9 we have Your Honor's ruling from February 2013. So --

10 THE COURT: So are you saying as to those charges or allegations or
11 causes of action, theory of action that no discovery -- well, I mean, is there really
12 any reason to bifurcate as to those?

13 MR. GREENBERG: Well, Your Honor --

14 THE COURT: Isn't really the discovery done as to those and --

15 MR. GREENBERG: I still -- I need to take Mr. Nady's deposition. He's
16 going to have to go on the record in terms of how he was informed as to the
17 circumstances of the Court's January 17th, 2013 order; what steps he did or did
18 not take. He obviously has not admitted that he has any responsibility for anything
19 owed to the drivers for that time period. After we establish that record, will there
20 in fact be some disputed issue of fact that will require a trial as to his conduct and
21 liability for that time period? I don't know, okay. We would establish that record.

22 As I said, sort of the sort of highest reason that I have proposed to
23 the Court to bifurcate the liability issue of Mr. Nady is simply because if we proceed
24 to conclusion in this case and the claims are in fact fully paid to the class from the

1 corporate entity by A Cab, there is no need to make any findings --

2 THE COURT: Uh-huh.

3 MR. GREENBERG: -- as to Mr. Nady's liability because his liability is
4 completely derivative. We're dealing with one set of damages here. Plaintiffs
5 aren't going to collect twice. So on that basis I would propose that bifurcation
6 makes sense.

7 THE COURT: Uh-huh.

8 MR. GREENBERG: But again, this is within Your Honor's discretion and
9 I understand that and Your Honor may view it differently. I am certainly prepared
10 to proceed with the claims against Mr. Nady in tandem with the claims against the
11 corporate entity. My problem with the current posture of the case is that I believe
12 Mr. Nady has a colorable defense to raise here that his personal liability should be
13 limited by his personal gain from the misconduct that he has alleged to engage in;
14 his unjust enrichment, so to speak. And if he's going to present that argument to the
15 Court, then I need to be able to document to the Court in these proceedings what
16 in fact his unjust enrichment was, what was his personal gain from the operation of
17 the business.

18 And again, this goes to this question of disclosure of what he actually
19 profited from from the business. And there is in fact -- this is discussed in my
20 moving papers, it was discussed before the Discovery Commissioner -- there is
21 in fact no entity level transfer record of distributions from A Cab to Mr. Nady
22 because A Cab is an LLC, he is the sole shareholder. All earnings of the company
23 are reported to him personally on his 1040 tax return, which is allowable if it's a sole
24 member LLC entity. So it would be on Schedule C or Schedule E or both of his

1 personal tax return. Those documents have not been disclosed to me. They need
2 to be disclosed. If Mr. Nady is not going to interpose a defense based upon limiting
3 his liability based on his financial gain, then we don't need this discovery, Your
4 Honor. But if he's going to be able to interpose that defense, a potential limit on his
5 liability, how am I going to address that without actual documentation as to what his
6 financial gain was during the period in question?

7 THE COURT: Well, if we bifurcate -- are you saying bifurcate -- I forget now.
8 Did you say bifurcate for trial or bifurcate for discovery purposes as well?

9 MR. GREENBERG: I would bifurcate in its entirety, Your Honor. I mean,
10 if we're talking about judicial economy here, we would simply bifurcate and hold the
11 claim against Mr. Nady in separation in its entirety in terms of the development of a
12 further record as necessary and obviously for trial as well if necessary. Let us deal
13 with the liability of A Cab, ascertaining that liability. We know Mr. Nady's liability is
14 not going to exceed the liability of A Cab. If A Cab satisfies that liability, other -- he
15 has no liability to pay and there's no need to make any findings. There's no need
16 to conduct further discovery.

17 THE COURT: If we were to do that, would we put ourselves in danger of
18 eventually running into a 5-year rule as far as the Nady part of the litigation?

19 MR. GREENBERG: That's an interesting question, Your Honor. I did want
20 to address to the Court because you had raised this initially and I did check my
21 computer, this case has been stayed for 300 days in total, according to my notes.

22 THE COURT: Okay.

23 MR. GREENBERG: That would mean a trial would need to be commenced,
24 unless there was a further stay or extension of the 5-year rule, by the end of July of

1 next year. So we have about 13 months or so to bring the case to disposition in total.

2 THE COURT: Okay.

3 MR. GREENBERG: I don't think that would be a problem, Your Honor. But
4 again, it is for Your Honor's judgment to decide these things.

5 THE COURT: When are we trying this case? I saw that a moment ago.
6 When is the trial on this case?

7 MS. RODRIGUEZ: February.

8 THE COURT: February. That seems to be putting us pretty -- perhaps
9 untenably close to the July cut-off date. I mean, I don't know, if we do this in
10 February --

11 MR. GREENBERG: We could complete the discovery, Your Honor, and then
12 we don't necessarily need to bifurcate the --

13 THE COURT: If I were going to bifurcate at all, I would think it would simply
14 be for trial. And I don't know that it logistically or that it really makes sense to only
15 bifurcate for trial. What's your view on that, Ms. Rodriguez?

16 MS. RODRIGUEZ: Well, we agree, Your Honor. If we were just talking about
17 bifurcating for trial, we don't have a problem with that. But I think what this really is
18 is a motion to reopen discovery because our discovery is due to close probably in
19 about 45 days or so and Mr. Greenberg simply hasn't worked up these causes of
20 action against Mr. Nady. His third cause of action is for civil conspiracy, aiding and
21 abetting, concert of action and as the alter ego of the corporate defendants, and we
22 were intending to move for summary judgment on that issue because there's a lot
23 of serious allegations raised against Mr. Nady personally that have not been proven
24 or are not going to come to fruition. So we're intending to move at the close of

1 discovery and in time with the dispositive motion deadline on those causes of action.

2 And what Mr. Greenberg's motion to bifurcate says is that the Court
3 can direct the parties to engage in discovery, dispositive motions necessary, briefing
4 if necessary on a trial against Mr. Nady. So I think what this is is he just wants to
5 then work up the discovery that he has failed to do in the last nearly five years. And
6 what he is also arguing is -- on these financial issue we've been before the Discovery
7 Commissioner probably three times, if not more, on everything that he's arguing to
8 Your Honor this morning about the 1040s and Mr. Nady's tax forms. And I think
9 Your Honor has seen the Report and Recommendations from the Discovery
10 Commissioner and she has limited what Mr. Nady is supposed to turn over to the
11 plaintiffs and he has in fact turned over everything that she has ordered. Mr.
12 Greenberg didn't object to any of those Report and Recommendations, hasn't
13 asked for a reconsideration, but he's just kind of snuck in those things in a motion
14 to bifurcate. So it's improper for him to now be arguing those things that were
15 properly before the Discovery Commissioner and he failed to address at that point.

16 So, again, in answer to the Court's question, if we're just talking about
17 bifurcating the trial, the defendant doesn't have an opposition to that. But in terms of
18 reopening discovery, when we're within 45 days of the close of discovery, on these
19 additional causes of action that he hasn't worked up, we would definitely oppose that.

20 THE COURT: Would the bifurcated part of the trial, that part against Mr. Nady
21 himself, would that also be a jury trial? I assume so.

22 MR. GREENBERG: Yes, Your Honor.

23 THE COURT: Don't we just sort of add a lot of cost to this litigation by doing
24 that?

1 MR. GREENBERG: As I said, Your Honor, there are no firm guideposts
2 here --

3 THE COURT: Okay.

4 MR. GREENBERG: -- that the Court needs to follow. It is within your
5 discretion. I presented my thoughts to Your Honor.

6 THE COURT: Well, my discretion to this point would be to deny this motion.
7 I would do so without prejudice to re-raising it at least as to the trial situation. If it
8 seems that there is a need ultimately to bifurcate the trial, then I would reconsider it.
9 But at this point, at least, I would deny this motion without --

10 MR. GREENBERG: Your Honor.

11 THE COURT: Yeah?

12 MR. GREENBERG: I understand Your Honor is not inclined to proceed in
13 a bifurcated fashion at this time, but the issue still remains as to the disclosure of
14 the financial gain that Mr. Nady received from the business. In respect to Ms.
15 Rodriguez' representations to the Court that this was ruled on by the Discovery
16 Commissioner, she is correct, there were rulings made. However, we did file an
17 objection to her second ruling on this -- I believe it was her second ruling -- because
18 it was not in compliance with -- the initial ruling was give information on distributions
19 from the company to Mr. Nady. There are no -- there is no record of distributions
20 because there's no K-1 issue because it's an LLC. It doesn't file an entity-level
21 K-1. I explained this to Commissioner Bulla. For whatever reason, she did not
22 understand it in respect to the need to get that information from the Schedule C
23 and the Schedule E, as I've explained to Your Honor.

24 Your Honor entered -- did sign with a note that there was no opposition

1 the Discovery Commissioner's subsequent Report and Recommendation which
2 was filed on March 9th, with a note that there was no objections, but in fact we did
3 file objections to this.

4 THE COURT: You did? All right.

5 MR. GREENBERG: On -- I have it right here on my computer, on January
6 30th. So for some reason that bypassed Your Honor --

7 THE COURT: Well, then I would --

8 MR. GREENBERG: -- and presumably Your Honor didn't -- I mean, if there's
9 no objections Your Honor would sign it.

10 THE COURT: It's very possible -- it's very possible we made a mistake,
11 in which event that would be a good subject for a motion for reconsideration.

12 MR. GREENBERG: Well, if Your Honor thinks it's more sensible for me
13 to bring this back before the Court on a motion for reconsideration, I will do so.

14 THE COURT: Well, the thing is, you know, I don't know that I'm prepared
15 to even respond to this at this point, unless you've got something that shows --

16 (Speaking to the clerk) Do you show an objection having been filed?

17 On what date did you say?

18 MR. GREENBERG: I can -- I have this right here. It was electronically filed
19 on January 27.

20 THE COURT: January 27.

21 MR. GREENBERG: I mean, I have it. This is on my screen here.

22 THE COURT: Objection to the Commissioner's ruling.

23 THE CLERK: Plaintiffs' partial objections?

24 THE COURT: Partial objection? Was that what it was labeled?

1 MR. GREENBERG: Yes, it was, Your Honor.

2 THE COURT: All right. And we never issued a ruling on that objection?

3 MR. GREENBERG: Your confirmation of the Report and Recommendation,
4 which I have a copy here on paper --

5 THE COURT: Oh, because it says there was no objection filed.

6 MR. GREENBERG: Right. That box is checked. But in fact there was an
7 objection filed, Your Honor.

8 THE COURT: All right. Well, then that's our error and I will have to take
9 another look at that then and deal with the objection that was filed.

10 MR. GREENBERG: Thank you, Your Honor.

11 MS. RODRIGUEZ: And can I ask which Report and Recommendation are
12 we talking about? Because she issued several on this issue.

13 MS. SNIEGOCKI: It's the Report and Recommendation signed by the
14 Discovery Commissioner on January 13th.

15 MS. RODRIGUEZ: Okay.

16 MS. SNIEGOCKI: Objections were filed January 27th and the Court entered
17 the order on the 9th of March.

18 MS. RODRIGUEZ: Thank you.

19 THE COURT: So apparently the Discovery Commissioner checked the box
20 that says there had been no objection filed, so that's how that happened. So, if
21 there was one filed we will -- we'll deal with it, we'll look at it.

22 MS. RODRIGUEZ: Oh. I think -- Mr. Wall has just reminded me, I think that
23 was, if I'm not wrong, we did go back to the Discovery Commissioner following this
24 and Mr. Greenberg withdrew that objection, because that's the one that she kind of

1 reprimanded both of us for filing objections and not raising the issue to her, and
2 he withdrew it.

3 THE COURT: Imagine that. Imagine that, saying that --

4 MS. RODRIGUEZ: She said bring it up to me rather than wasting the Court's
5 time.

6 THE COURT: Well, so what's the upshot? You're saying that any objection
7 was waived?

8 MS. RODRIGUEZ: I wasn't aware of an objection. That's why I made the
9 representation. I --

10 THE COURT: Well, maybe what needs to happen then, since we're really
11 talking about whether something happened in front of the Discovery Commissioner,
12 is that resort to the Discovery Commissioner should be made.

13 MR. GREENBERG: Well, Your Honor, when I filed the objections on January
14 27th, I noted that this issue was raised to Your Honor in the motion to bifurcate that
15 was filed on January 11th.

16 THE COURT: Okay.

17 MR. GREENBERG: I raised this issue in both contexts. So I understand the
18 Court wants to proceed in an orderly fashion here --

19 THE COURT: Yeah.

20 MR. GREENBERG: -- with proper procedure, but what I'm trying to impress
21 upon the Court is that we raised this issue in a timely fashion after it was before the
22 Discovery Commissioner --

23 THE COURT: Uh-huh.

24 MR. GREENBERG: -- to bring it to Your Honor's attention. We did not

1 withdraw these objections. In fact, we sort of added them in tandem with the motion
2 to bifurcate. They were filed two weeks later because of the course of events here.

3 THE COURT: Okay. Well, I have two different factual contentions, one
4 that they were withdrawn and one that they were not. If what you're saying is
5 notwithstanding, even if they were withdrawn that it's appropriate for the Court to
6 deal with the bifurcation because it was raised in a motion filed -- January 11th,
7 you said?

8 MR. GREENBERG: That's correct. Well, it's not the -- it's the question of
9 this disclosure, Your Honor, we're talking about, the financial information disclosure.
10 It was raised as part of the motion to bifurcate. And this was explained in the
11 objections filed on January 27th. We did not withdraw these objections, Your
12 Honor. There's just some confusion on this point, okay.

13 THE COURT: Uh-huh.

14 MR. GREENBERG: It is unfortunate that there's been confusion here, Your
15 Honor.

16 THE COURT: Yeah.

17 MR. GREENBERG: But I would impress upon Your Honor we have acted
18 diligently. We have tried to --

19 THE COURT: Yeah.

20 MR. GREENBERG: I mean, obviously a party needs to invoke their rights.
21 They have to follow the procedures and time frames given by the Court. We
22 understand that. We have done so in this case, is what I'm trying to impress upon
23 the Court.

24 THE COURT: Yeah.

1 MR. GREENBERG: And to deny this disclosure and allow Mr. Nady to come
2 before the Court at trial and raise these defenses without a disclosure as to his
3 financial gain is inequitable, to say the least, Your Honor.

4 THE COURT: Okay. Well, to the extent that that is raised that the question
5 of what shall be the discovery on this issue, to the extent that that has been raised in
6 a motion filed January 11th to bifurcate, then I think it's fair for the Court to consider
7 it, regardless of whatever happened in front of the Discovery Commissioner.

8 MR. GREENBERG: Yes, Your Honor.

9 THE COURT: So I will consider whatever is in the motion. Whether that
10 reaches the extent of what you want to do discovery-wise, I don't know. But I guess
11 what we're saying is the Court needs to rule in the ruling on your motion to bifurcate.

12 MR. GREENBERG: That is --

13 THE COURT: The Court would have to consider the question of whether
14 further discovery would be allowed. Is that a fair statement?

15 MR. GREENBERG: That is correct, Your Honor. It's not -- well, again, it's
16 just this question, this narrow issue of the financial --

17 THE COURT: Understood.

18 MR. GREENBERG: I actually have the financial disclosures that were given
19 and we could discuss them in detail. They are confidential. I don't know if the Court
20 wants to get into any of that at this hearing.

21 THE COURT: No, I don't.

22 MR. GREENBERG: Thank you.

23 MS. RODRIGUEZ: Well, I would request the Court's permission then,
24 because to me they're two separate issues entirely and I oppose orally and in my

1 briefing the issue on the bifurcation. I think that's what we are here to talk about.

2 THE COURT: Yeah.

3 MS. RODRIGUEZ: If we're going to go back and talk about the financial
4 disclosures, I would like an opportunity to get -- I have the transcript, I believe,
5 back in my office, to see if this is the one that the objections were withdrawn and
6 it was a done issue, because I think we already went back before the Discovery
7 Commissioner, but I would just like an opportunity to look at that and supplement
8 if there is something, because I think it's improper the way that he kind of put that
9 in the middle of this motion to bifurcate.

10 THE COURT: So you want to make further response to the motion to
11 bifurcate, is that what you're saying?

12 MS. RODRIGUEZ: I do, Your Honor. I do, if necessary.

13 THE COURT: All right. How long do you need to file what you want to file?

14 MS. RODRIGUEZ: If I could have a week, that would be great.

15 THE COURT: All right, a week. And then you'll probably want to reply.

16 MR. GREENBERG: If I had an opportunity, Your Honor.

17 THE COURT: This is all done in the context of the motion to bifurcate.
18 Obviously I will vacate the oral ruling I made a few minutes ago that it was denied
19 without prejudice. I will review this, even with the context of the discovery. I'm not --
20 folks, let's get this clear. There is a great need to have rules of discovery and not
21 to have matters left until the end if they can be done expeditiously throughout.
22 Notwithstanding that, it's my view that the issues of the case, if you are correct that
23 it was squarely drawn or brought up, if that turns out to be the case, and we're just
24 now dealing with the motion to bifurcate, then, you know, and that can't be attributed

1 to either side. It was -- the case went to a different department, it came back. It
2 was stayed for mediation. I'm not going to have the so-called merits of the case
3 resolved by issues of whether or not somebody gets to do one certain thing in
4 discovery if we've got this long until the trial. I would not be inclined to close the
5 door on that unless I find that it really wasn't, it simply wasn't even brought up, in
6 which event I would probably fall back to the interpretation of the rules of discovery
7 and see whether or not it was objected to or not or what happened there.

8 So I'm going to look at it, but I will receive in a week more from the
9 defense. And then -- how long did you say, a week after?

10 MR. GREENBERG: One week would be fine, Your Honor --

11 THE COURT: Okay.

12 MR. GREENBERG: -- if that's allowable.

13 THE COURT: So let's get our dates. One week for the defense.

14 THE CLERK: May 24th.

15 THE COURT: And then a week for the plaintiff.

16 THE CLERK: May 31st.

17 THE COURT: And then I don't propose we'll argue this again. We'll simply
18 submit it. It will stand submitted and the Court will put it on the next available
19 chambers calendar. Is that that same one we just said?

20 THE CLERK: Uh-huh.

21 THE COURT: All right, let's do that at the same time.

22 THE CLERK: June 5th.

23 THE COURT: June 5th.

24 MS. RODRIGUEZ: Thank you.

1 THE COURT: Okay, that takes care of that one. So it appears we may have
2 to actually get down to the motion for partial summary judgment. Have we dealt with
3 everything else now? Yeah, I think we've dealt with all the other motions on file.
4 Do you agree?

5 MS. RODRIGUEZ: I think so, Your Honor.

6 THE COURT: We've already dealt with everything. All right.

7 MR. GREENBERG: Well, Your Honor, there is an issue that does remain
8 from my motion that was actually filed in October for the injunction regarding the
9 Dubric case. As part of that motion, Your Honor, I had requested that Your Honor
10 extend the class certification in this case, the damages class certification through
11 the present date. Your Honor's prior certification only certified the damages class
12 through the end of 2015. Now, Your Honor on my OST did issue the injunction, but
13 reserved that issue for further consideration, along with my request for attorney's
14 fees in relation to that application.

15 THE COURT: Which of these motions that are on today was that touched on?

16 MR. GREENBERG: This is not on today, formally noticed, Your Honor.

17 THE COURT: I know it's not, but wasn't it touched on in one of these motions,
18 in the oppositions that I read for today?

19 MR. GREENBERG: Well, Your Honor, the Court may not wish to address this
20 now. I'm just bringing up the point that this was reserved for a decision by the Court,
21 this issue of extending the class certification.

22 THE COURT: Uh-huh.

23 MR. GREENBERG: We're before the Court today on the partial summary
24 judgment, okay, so it does have some relationship to that because the partial

1 summary judgment actually has information relating through May of 2016 which has
2 been presented to the Court, but we've also presented information that's congruent
3 with the end of 2015, if the partial summary judgment at this time is going to be
4 limited to that period, which is fine, Your Honor. But the issue still remains as to
5 whether there's going to be an extension of the damages class through the current
6 date that will require supplementing the disclosures of the defendant's payroll
7 records and so forth past what they've produced in the litigation. Discovery
8 Commissioner Bulla has actually allowed for this contingency by already ordering
9 that if Your Honor extends the class certification, defendants are going to have to
10 provide the same information. I'm just raising it with Your Honor now --

11 THE COURT: Well, then that certainly -- that certainly needs to be resolved
12 immediately if it's going to necessitate additional discovery.

13 MR. GREENBERG: Right, Your Honor. And again, this was raised on
14 October 14th, which is when I originally filed that motion, Your Honor. And
15 remember we had the transfer of the case.

16 THE COURT: Uh-huh.

17 MR. GREENBERG: The case came back. There was the OST regarding
18 the Dubric --

19 THE COURT: I'm trying to recall what I thought when I reserved it for future
20 determination. I'm trying to remember if I thought there was some event that would
21 trigger the further resolution of it. Maybe this is it; we're at it.

22 MR. GREENBERG: Well, to be quite honest and candid with Your Honor,
23 this is a copy of the order that Your Honor issued. If you'd like, I can approach.

24 THE COURT: Yeah, sure.

1 MR. GREENBERG: At that time we brought this in front of Your Honor on
2 an OST because of the immediacy of the action of the Dubric -- developments in the
3 Dubric action. So the focus of myself as class counsel was simply to deal with that
4 issue. So I did not want to burden Your Honor, who is quite busy, of course, with
5 other things, with reaching that issue at that time. And you'll see at the very end
6 of that order in the last sentence it just generally refers that the foregoing is without
7 prejudice to the grant of further relief on the motion and the Court intends to issue
8 a subsequent order on the same. We never actually got a subsequent order
9 addressing these other requests in the original motion from October, which was,
10 again, the request to extend the class certification.

11 THE COURT: Yeah, the last paragraph says, "The foregoing is without
12 prejudice to the grant of further relief by the Court on the motion and the Court
13 intends to issue a subsequent order addressing the same." You're saying that --
14 that is the preservation --

15 MR. GREENBERG: That's the totality of where we left this, Your Honor, okay.

16 THE COURT: Okay.

17 MR. GREENBERG: And it was my drafting on this order. Your Honor did sign
18 this order sort of like the day before or the morning of the proceedings in the Dubric
19 case.

20 THE COURT: Yeah.

21 MR. GREENBERG: So it was sort of a hurried situation, Your Honor. It
22 wasn't really desirable from any perspective. But I am bringing it back to Your
23 Honor's attention because no subsequent order has been issued. We do have to
24 manage this case for trial, as Your Honor understands.

1 THE COURT: Uh-huh.

2 MR. GREENBERG: And I don't see why the class period would not be
3 extended.

4 THE COURT: Well, I don't propose to resolve that at this point today.

5 MS. RODRIGUEZ: Thank you, Your Honor.

6 THE COURT: What's your take on it?

7 MS. RODRIGUEZ: Well, I'm at a loss. I don't know what order he handed
8 you, but I think that's the order where you did subsequently issue -- the Court wrote
9 out the order as to why you enjoined --

10 THE COURT: The amended -- or not amended, but a supplement to this.

11 MS. RODRIGUEZ: Right. It had nothing to do with what he's mentioning
12 right now, if I'm recalling that right. The Court went into an explanation as to why
13 you felt compelled to --

14 THE COURT: Well, yeah, that was simply my intention to at least let it be
15 known why I would take what I considered --

16 MS. RODRIGUEZ: Right.

17 THE COURT: -- to be a very bold action, to say the least.

18 MS. RODRIGUEZ: Right. It had nothing to do with extending the 2015 date.
19 I think the reason he's bringing that up is because that's part of our opposition to the
20 motion for partial summary judgment, is that the class order as it stands right now
21 and what he's moving for is not even within the time period within the class order.
22 So that's why -- but I didn't bring all of the pleadings having to do with the motion
23 to enjoin or the items. It's not on calendar today.

24 THE COURT: Well, let's do this. I'm not sure that there's any order that

1 I should make today that has to do with this issue of whether -- first of all, whether
2 or not there is still to be addressed an issue of extending the class certification
3 time-wise. And second of all, I'm not prepared to address -- you know, if there is
4 a preservation of such an issue, I'm certainly not prepared to address what the
5 implications of that would be.

6 MR. GREENBERG: Your Honor, I wasn't necessarily proposing Your Honor
7 address this today. I just think it does relate to what we're trying to deal with here
8 and to get guidance from the Court. If the Court simply says we're going to review
9 this and issue a subsequent order one way or the other, then I know the Court is
10 going to do that. I'm bringing it to the Court's attention. If the Court thinks we
11 should re-notice a motion specifically addressed to this issue --

12 THE COURT: I do.

13 MR. GREENBERG: -- I will do that most promptly.

14 THE COURT: I clearly would have to say that because I don't -- I'm not --

15 MR. GREENBERG: Then that's how we will proceed in respect to that issue,
16 Your Honor. Thank you.

17 THE COURT: All right. So, you will file a motion as to that. Today we may
18 touch on it as part of the determination of this last one.

19 MR. GREENBERG: Yes, Your Honor.

20 THE COURT: We're going to take a short break before we get into this.
21 We're going to take a five minute recess and then we'll come back to that final
22 motion.

23 MR. GREENBERG: Thank you, Your Honor.

24 (Court recessed from 11:05 a.m. until 11:19 a.m.)

1 THE COURT: Okay, we are back. Okay, this one I probably -- it would be
2 helpful to me if plaintiff would summarize your argument and particularly point out
3 an easy way to figure out the difference between a low tier and a high tier, and then
4 somewhere along the way deal with the defendants' contention that you claim to be
5 relying upon established facts when those really are issues of material fact.

6 MR. GREENBERG: Yes, Your Honor. In respect to the high tier versus the
7 low tier issue, okay, I would urge the Court at a minimum to focus on the \$174,000
8 of cumulative underpayments at the \$7.25 an hour rate. There is no issue in respect
9 to that rate being applicable, okay. No one argues that rate is not applicable. In
10 respect to the \$8.25 an hour rate, there is a whole issue that I addressed to the
11 Court previously which Your Honor declined to reach, as to whether it should even
12 be plaintiffs' burden to establish entitlement to the \$8.25 an hour rate or whether it
13 should be defendants' burden to establish that they're entitled to pay only the \$7.25
14 an hour rate.

15 THE COURT: As I recall, there's no authority that says that it falls to the
16 defendant.

17 MR. GREENBERG: There is no authority one way or the other, Your Honor,
18 and Your Honor declined to make a finding on that issue -- this was last year -- and
19 directed further discovery be conducted and we would perhaps revisit that further.
20 We are still waiting to develop the record in respect to the relevant information on
21 that issue. I'm advised that defendants have a supplement for me today which is
22 going to be sent, which is going to provide me with --

23 THE COURT: On the issue of the \$7.25?

24 MR. GREENBERG: Well, on the facts that bear on the \$8.25 --

1 THE COURT: Okay.

2 MR. GREENBERG: -- because there's two sets of facts that bear on the
3 \$8.25. One set of facts is was the employee even eligible to enroll in the insurance.
4 That issue is analyzed in part in the submission on this partial summary judgment
5 motion because there was a waiting period. There was a 60-day or 90-day waiting
6 period. So when we see someone is hired, they first appear in the payroll record on
7 March 1st, 2013 in the review we did of the records and that's the first indication we
8 have of them ever working for the company, they're going to be entitled to that \$8.25
9 rate either for 60 or 90 days after March 1st, 2013 because they don't have enough
10 waiting time in to participate in the program, okay.

11 The other issue in terms of qualification deals with this question of ten
12 percent cost, which is that the cost to the employee can't be more than ten percent
13 of the wages for them to participate in the insurance for both themselves and their
14 family members. The participation cost is much less for single employees. It is
15 prohibitive for people with spouses or children in terms of that ten percent issue.
16 So, single employees --

17 THE COURT: Two hundred and seventy-three dollars every two weeks or
18 some such thing?

19 MR. GREENBERG: Well, it's a lot, okay. It clearly wouldn't reach -- it clearly
20 wouldn't meet the ten percent threshold. In this partial summary judgment motion
21 we have not analyzed that issue, in part because we don't have enough information.
22 We are getting information on that which we think is important. It was ordered by
23 the Discovery Commissioner. It will identify the marital status of many of the class
24 members. So we will revisit that later.

1 But in terms of just differentiating between the \$8.25 and the \$7.25
2 tier for purposes of this motion, the only issue we have looked at is this question of
3 waiting period. Did the employee -- were they a new hire? What we've assumed is
4 that anyone who was hired after March 1st, 2013, because we're looking at January
5 1st, 2013 through the end of 2015, this 2-year period, anyone hired after that date
6 is a new hire if they're just appearing in the payroll records. Anyone who first
7 comes into the payroll records prior to that date, we're giving the defendants the
8 benefit of the doubt and saying that they qualified at that point; their waiting period
9 had expired. We don't actually know that to be true, but we're making the most
10 conservative assumption in favor of the defendants on that issue.

11 So if the Court is declining to put the burden on the defendants in
12 terms of establishing the \$7.25 rate, because we have provided the calculations at
13 \$8.25 for everyone -- Your Honor may not want to go in that direction and make the
14 differentiation based upon the information we've provided, the only differentiation
15 we're asking the Court to make here is based on the waiting period, which is again
16 when the employee is first hired or first paid after March 1st, 2013, to apply the
17 60 or 90-day period.

18 THE COURT: When you say differentiation, you mean that some members
19 of a class might get a certain amount and others might get a different amount?

20 MR. GREENBERG: By differentiation, I mean between the \$7.25 and the
21 \$8.25 rate.

22 THE COURT: Okay.

23 MR. GREENBERG: Someone who appears in the payroll in January of 2015,
24 if the Court is going to apply only the waiting period analysis, is only going to get a

1 judgment at \$7.25 an hour. They're not going to be entitled to any judgment at all
2 on an \$8.25 analysis because for our purposes we are assuming they were eligible
3 to participate in the insurance at all times, that they were not under a waiting period.
4 We don't know that fact to be true, but we're giving defendants the benefit of the
5 doubt. It's only when the employee is in fact first appearing in the payroll records
6 after that March 1st of 2013 date that we're imposing the 60-day or 90-day waiting
7 period time where we're calculating an \$8.25 rate for that person.

8 Now, if Your Honor rejects making any differentiation, as I've just
9 explained, then Your Honor can just grant summary judgment under the \$7.25
10 an hour rate in its entirety, ignore the higher tier rate for the moment and this issue
11 will be addressed at some point in the future, if Your Honor feels that is more
12 appropriate. As I was explaining when I started speaking, there is \$174,000
13 collectively that is owed under the \$7.25 an hour rate that we have documented
14 from the payroll records. So hopefully I have given the Court some insight in terms
15 of this issue of the rates, the two rates as they apply to this motion that's before
16 the Court right now.

17 Your Honor's other inquiry to me was to address the defendants'
18 contention that somehow we are basing this motion on facts that are not really
19 established --

20 THE COURT: Uh-huh.

21 MR. GREENBERG: -- and that there are material issues. Your Honor, this
22 is based -- this motion is based in its entirety on defendants' own payroll records
23 and on defendants' corroborating testimony about what the information in those
24 payroll records contains, okay. They produced to me in October of last year Excel

1 files. This is discussed in my declaration, Exhibit A, paragraph 2. They gave me
2 these two Excel files with the information, the payroll information in it. It was turned
3 over to Mr. Bass, who went through it and assembled a line-by-line computation of
4 14,000 separate pay periods. And in fact, we could even do this on paper paystub
5 by paystub, and I actually have an example in the moving papers of a paystub from
6 Mr. Sergeant which confirms the same minimum wage deficiency for that pay period
7 as in -- at page 489 of the summary that Mr. Bass prepared, which is 689 pages
8 because we're dealing with 14,000 lines and 14,000 separate paychecks that were
9 issued. Some of those paychecks do not show any deficiency for minimum wage
10 purposes, some of them do. Defendants --

11 THE COURT: How would it be that they show no deficiency?

12 MR. GREENBERG: The employee got paid more than the \$7.25 an hour
13 rate. And in fact, Your Honor, the only reason we're seeing a deficiency at a
14 \$7.25 an hour rate in this 2-year period is because defendants until August of 2014
15 were applying a tip credit, okay. After August of 2014, that \$7.25 an hour rate
16 deficiency essentially disappears or it's just -- maybe there's a few nominal errors
17 or something, because they were complying with the federal minimum wage
18 requirement which let them count the tips towards that \$7.25, but not the state
19 minimum wage requirement which doesn't allow the tip credit.

20 So this is a damage of \$174,000 to the class members that resulted
21 expressly from defendants' process in terms of how they were running their payroll at
22 the time. And defendants have not disputed any of what I've just explained to Your
23 Honor. There is no declaration in opposition saying that there are any errors in the
24 calculations; that the information they gave to us was not correct; that we have not

1 taken the correct information out of those records in terms of, you know, what
2 information. There's this Quantity, QTY minimum wage adjustment number and this
3 is discussed I believe at page 4 -- yeah, page 4 of my moving papers, that Mr. Nady
4 testified under oath was the hours worked per pay period that was recorded. And we
5 actually have that on a physical paystub that was issued to Mr. Sergeant. It's in the
6 record. Subsequently when he gave a deposition last year, he was examined about
7 this issue again, and this is discussed in my reply. He testified under oath that the
8 records of the hours worked that are in those payroll records from 2013 to 2015 are
9 the most accurate records of the work hours of the cab drivers.

10 THE COURT: Uh-huh.

11 MR. GREENBERG: They in fact are more accurate than the trip sheets that
12 the drivers were using.

13 THE COURT: And your argument is that leaves this outside the defendants'
14 argument that there's still issues of material fact as to the accuracy of these
15 records?

16 MR. GREENBERG: Your Honor, they haven't raised any, okay. I mean, all
17 they say is that, well, plaintiff is manipulating the records or may be manipulating
18 the records. They point to no specific discrepancies, no manipulation. There is no
19 declaration from Mr. Nady, from any other witness with personal knowledge raising
20 any material factual issues to say that if we went through these 14,000 paychecks
21 that were issued for this 2-year period, which we did, you would come up with a
22 different number or a different result as to whether we had compliance at the \$7.25
23 an hour rate that I've just been discussing with you, okay. So there are no material
24 issues.

1 I do apologize, there were some errors in some of the exhibits that
2 were presented, so there's two erratas. Defendants did raise an issue to correct
3 some of the exhibits, Your Honor. Defendants did raise an issue which I concede
4 is material but not material in respect to denying the motion, that the motion as
5 postured relied upon payroll records through May of 2016 and that was what was in
6 the Bass compilation. However, that doesn't actually change the analysis in respect
7 to the \$7.25 rate amounts that are owed. And in our reply -- we filed a supplement
8 to our reply -- Mr. Bass created a limited per plaintiff, per class member table. We
9 have a total of 570 class members. This was filed on February 23rd.

10 THE COURT: I must tell you, I'm not sure I read that.

11 MR. GREENBERG: Well, Your Honor, I'm trying to address the objection
12 that defendants made --

13 THE COURT: Yeah.

14 MR. GREENBERG: -- that is germane to the posture of the case. The
15 objection was that the summary of the six hundred -- it's something like a 689 page,
16 you know, 14,000 paycheck summary that was presented by Mr. Bass, included this
17 5-month period that was beyond the class certification.

18 THE COURT: Uh-huh.

19 MR. GREENBERG: What I'm trying to explain is the amount owed per class
20 member. Some class members are owed nothing. We've identified approximately
21 300 class members who are owed something at the \$7.25 an hour deficiency
22 analysis. There is in fact no difference -- there's only a \$23.00 difference between the
23 total amount owed at \$7.25 when we include those extra five months and when we
24 cut it off at December 31st, 2015, and that \$23.00 is due to some rounding errors

1 or some nominal issues, because as I was explaining to Your Honor, they were in
2 compliance internally on their payroll record-keeping system after about August of
3 2014.

4 So there isn't a material issue there that prevents the Court from
5 issuing summary judgment and my request is that the summary judgment, partial
6 summary judgment be issued in compliance with the chart that was annexed to the
7 February 23rd, 2017 filing, which cuts off the per plaintiff analysis on December
8 31st, 2015. And Mr. Bass also indicates 65 additional persons who were hired after
9 January 1st, 2016. They are outside the class period, so they wouldn't be subject
10 to any award, not that they're owed anything under a \$7.25 analysis.

11 THE COURT: Do you have a copy of that?

12 MR. GREENBERG: I can give you a copy of this, Your Honor, to reference.

13 THE COURT: Thank you.

14 MR. GREENBERG: I hope that I have explained reasonably well what the
15 plaintiffs' position is and assisted the Court.

16 THE COURT: Uh-huh. I think I understand that part at least. What about
17 when you go for the big number?

18 MR. GREENBERG: Well, by the big number you mean the \$8.25 an hour
19 deficiency amount?

20 THE COURT: I do.

21 MR. GREENBERG: Well, Your Honor, I don't see why the Court should
22 refrain from awarding the additional -- it's about another sixty or eighty thousand
23 dollars that's itemized and owed to the class members. Some of these class
24 members are only owed money under an \$8.25 an hour analysis. I don't see why

1 the Court should refrain from doing that for the waiting period time. Again,
2 defendants have not countered the assertion that any of those individuals were
3 in fact eligible to enroll in the insurance program. They were not under the waiting
4 period that they had access to the health insurance program during that 60 or 90
5 day period. We based -- it's not always 60 or 90 days because the waiting period
6 was something like 60 days in 2013 and then it went to 90 days and then it went
7 back to 60 days or something.

8 So we took that change in the waiting period status into account when
9 we prepared the table that I just gave you. Defendants have not controverted any
10 of that. They haven't pointed to any errors in terms of our application of the
11 arithmetic here, so to speak, nor have they proffered any evidence that any of these
12 individuals that we claim were ineligible to participate in the insurance program in
13 fact were eligible to participate in the insurance program during the time period at
14 issue.

15 So, yes, I would submit that Your Honor should enter the award, not
16 at the uniform \$7.25 an hour rate, but include that waiting period of qualification for
17 those class members who were under a waiting period for the reasons that I've
18 explained to the Court.

19 THE COURT: All right. Let's see what Ms. Rodriguez says. She'll probably
20 agree with all of that, won't you?

21 MS. RODRIGUEZ: Oh, sure. Sure, Your Honor. I'm not that hungry for
22 lunch yet.

23 Your Honor, this motion was filed by Mr. Greenberg on January 11th
24 of this year and there were a number of documents attached to his motion with

1 purported calculations from this Charles Bass, coming up with some number of what
2 they believe the damages are owed. Two days later, January 13, we get an errata,
3 saying, oh, we got the numbers wrong, here's really what the numbers are when
4 Mr. Bass recalculated.

5 THE COURT: Uh-huh.

6 MS. RODRIGUEZ: February 21st we get a second errata saying, well, no,
7 those numbers were wrong, these are really the numbers that we recalculated and
8 this is the number that Mr. Bass believes is the appropriate number for damages.
9 The reply we get a month later, February 23rd, a supplement to plaintiff's reply,
10 actually, that has yet new numbers and new calculations from Mr. Bass. What we
11 don't have is a timely expert report, a timely designation of an expert. But that's
12 what these are. This is Mr. Bass doing his interpretation of the documents and
13 basically Mr. Greenberg is just submitting an expert piecemeal to report to the Court
14 and asking for summary judgment and arguing that there is no discrepancy as to
15 material fact.

16 THE COURT: Is there anything in his declaration that amounts to opinion
17 evidence as opposed to some sort of affirmative -- I mean, administrative ministerial
18 thing?

19 MS. RODRIGUEZ: Well, all of it, Your Honor.

20 THE COURT: Okay.

21 MS. RODRIGUEZ: We don't know what his methodology was for the
22 calculations of all of these. They have not actually attached the actual documents,
23 the trip sheets. They weren't even in possession of the trip sheets when they came
24 up with the original motion and the calculations. And that was my first argument

1 in my opposition, is how can they say that these are the actual hours worked when
2 they haven't even bothered to look at the trip sheets --

3 THE COURT: Yeah.

4 MS. RODRIGUEZ: -- which we have alleged from the very beginning are
5 the hours that the drivers themselves document as the hours that they are working.
6 When you're talking about minimum wage, you're talking about actual hours, actual
7 paid time for that, and they've not --

8 THE COURT: Why should they not be able to rely upon the information on
9 the -- well, they're not hard drives, but whatever you call those PDF things?

10 MS. RODRIGUEZ: All the items that they have been arguing for that we
11 always said were not accurate representations of the actual hours worked, the
12 actual pay. We said if you want to know the actual hours, look at the trip sheets.
13 If you want to look at the actual pay, look at the paystubs. Mr. Greenberg insisted
14 on these --

15 THE COURT: Then what were those items that were given in discovery to
16 the plaintiff?

17 MS. RODRIGUEZ: There's been a number of items, Your Honor. And I can't
18 tell from all of these erratas which ones Mr. Bass chose to use in coming up with
19 his calculations. I can tell --

20 THE COURT: Mr. Greenberg, what were the -- what was contained on the --
21 please help me out. You said it was two something -- memory sticks?

22 MR. GREENBERG: I was given, Your Honor, two Excel files.

23 THE COURT: Excel files. Thank you.

24 MR. GREENBERG: The defendants -- and I had to assist them, actually,

1 in getting an expert in and getting a narrative process for them to follow to produce
2 that information, which they did follow and they produced it to me. Mr. Bass'
3 declaration contains no opinion whatsoever. It is 12 pages. It is extremely detailed.
4 It explains each item of information that was in the Excel file, how he sorted it, how
5 he arranged it, and how he then after arranging it in the fashion that we could have
6 the gross wages that were paid on one line.

7 THE COURT: It sounds like an explanation of methodology.

8 MR. GREENBERG: It is an explanation of methodology.

9 THE COURT: That an expert would do.

10 MR. GREENBERG: Well, Your Honor, he has been designated as an expert.
11 That's not true when defendants say there is no expert designation.

12 THE COURT: Okay.

13 MR. GREENBERG: He has been designated as an expert. We need to
14 provide further documentation as to our calculations of damages. For the reasons
15 I was explaining to Your Honor, I'm still awaiting information to address fully this
16 \$8.25 an hour issue. It is supposed to be gotten to me. I don't believe that his work
17 is an expert opinion or report work because it is a compilation or a summarization
18 of voluminous records under the rules of evidence. Your Honor, as I documented in
19 the moving papers with Mr. Sergeant's actual printed paystub, one can go and look
20 at each printed paystub and sit down and do the same calculation in long hand or
21 with the assistance of an electronic calculator.

22 All he's done is taken 14,000 of these paychecks, taken the information
23 from defendants' Excel system. It's the Excel system. It was originally QuickBooks.
24 They exported it into Excel and then the Excel information, you know, puts it on one

1 line for us. And then, you know, the hours that are in for the pay period are divided
2 into the wages for the pay period. It tells us what the hourly rate was. If it's under
3 \$7.25, well, then we know there was a deficiency.

4 I mean, Your Honor, this is basic arithmetic. Again, it is a summarization.
5 But in the event that the Court would view it differently in terms of the context of this
6 litigation, Mr. Bass will be available for deposition and he could be treated as an
7 expert for that purpose, in which case we should presumably do that process when
8 we have a full record of all of the information available for all time periods, for all
9 conditions. Defendants --

10 THE COURT: Is he -- are you saying that to this point he is not intended to
11 be a designated expert?

12 MR. GREENBERG: Your Honor, I have -- it is my position that he doesn't
13 need to be designated as an expert, but I have designated him as an expert and
14 they were given his C.V. In fact, his C.V. is attached to his declaration.

15 THE COURT: And when is his expert report due?

16 MR. GREENBERG: Your Honor, it was due -- expert reports were due some
17 time ago in this case. The problem is that I'm still waiting to get the discovery that
18 was ordered by the Discovery Commissioner relating to all of these issues in the
19 case. And when that's provided, I will provide a further declaration from Mr. Bass,
20 a further study from him as to his compilation and summarization of the data under
21 all of the relevant conditions, and defendants will be free to take his deposition.

22 THE COURT: Are we not, though, sort of short-circuiting all that process,
23 including the deposition by saying, well, he's been designated but there's no report
24 yet because we can't because there's this -- but here's a report. I mean, here is

1 a declaration with 600 or 700 pages attached to it and here's the methodology that
2 he used. It sounds an awful lot like we're saying this is a report produced by your
3 expert.

4 MR. GREENBERG: Your Honor, if the Court takes that view of it, okay,
5 I don't believe that's material to the issue right now.

6 THE COURT: Okay.

7 MR. GREENBERG: I mean, my position is that's not the issue because,
8 again, this is a summarization.

9 THE COURT: Your position is that they can't contest the accuracy of the
10 Excel sheets?

11 MR. GREENBERG: They can't and they don't in terms of this piece of the
12 damages that are claimed in the case because it is based upon what is shown on
13 the face of their own payroll records --

14 THE COURT: Okay.

15 MR. GREENBERG: -- and their testimony about what's in those records.
16 And, Your Honor, these are minimum wages. They're owed to about 300 people
17 at \$7.25 an hour or maybe 400 if we include the \$8.25 amount. They're not large
18 amounts. They should get a judgment for this amount now. There's no reason to
19 defer this for the future, Your Honor.

20 THE COURT: Is it your contention that the Excel records that were given
21 were taken from the appropriate trip sheets, or were they taken from a different
22 source?

23 MR. GREENBERG: The defendants' testimony is that they took -- they
24 reviewed the trip sheets and they recorded in the Excel file the hours on the trip

1 sheets. And in fact, as Mr. Nady testified -- this is in my reply -- that they even
2 added certain amounts of time to those records which went -- that information which
3 went into the QuickBooks payroll system to include periods of time that were not
4 captured by the trip sheets. And he testifies under oath that in fact that record is
5 more accurate than the trip sheets in terms of establishing the hours of work for
6 these individuals.

7 THE COURT: Okay.

8 MR. GREENBERG: So there is no material issue of fact that these are the
9 hours that these individuals worked, and there's no material issue of fact in respect
10 to this is what they paid them, as reflected on each line of the summary that Mr.
11 Bass prepared. So there's no issue raised here. All they raise are just suppositions,
12 Your Honor, that somehow plaintiffs have manipulated this. Ms. Rodriguez is
13 saying, well, we don't know which errata applies or what table Mr. Bass was
14 referring to. This is not true, Your Honor. The errata that was provided was
15 because there were misplaced exhibits that were not actually properly attached.
16 They didn't have to do with Mr. Bass' calculations or with his table.

17 The six hundred and so page long form 14,000 line chart that I gave
18 the defendants, which is in the moving papers, Your Honor, includes information
19 beyond the December 31st period, so that information is not germane. That's why,
20 because that extra five months of information was included, I gave Your Honor
21 the supplement to the reply which simply trimmed down the information set to
22 the December 31st, 2015 date and summed it up by the five hundred or so class
23 members in summary. But all the information is laid out to defendants. Every
24 single paycheck for those individuals has appeared on a line of that summary.

1 And it relates -- it's an exact reproduction of the information in their payroll system.
2 And they don't dispute any of it, Your Honor. So I don't understand how summary
3 judgment can be denied under these circumstances.

4 THE COURT: Okay. All right. Ms. Rodriguez, we kind of cut in on your
5 response.

6 MS. RODRIGUEZ: Thank you. Well, I don't know why he continues to say
7 we don't dispute it because we certainly dispute it. In his argument I think he's
8 mixing apples and oranges with what is in the database versus what is on the trip
9 sheets. Those don't have anything to do with each other. The trip sheets are the
10 hours. What he was referring to was the pay that the -- would correlate with the
11 paystubs. But this goes back to methodology.

12 THE COURT: Well, why could you not -- why do you really need the trip
13 sheets if these six hundred some odd pages that were prepared and produced by
14 the defense --

15 MS. RODRIGUEZ: I can tell you why, Your Honor.

16 THE COURT: -- or at least the Excel files that generated this --

17 MS. RODRIGUEZ: Your Honor, this really does come down to methodology --

18 THE COURT: Okay.

19 MS. RODRIGUEZ: -- because the Department of Labor, the Federal
20 Department of Justice came in, reviewed the trip sheets for four years. They came
21 up with a completely different figure than Mr. Greenberg's expert has come up with.
22 They came up with \$139,000 or thereabouts. We had an independent CPA for the
23 Dubric matter come in and use her own methodology.

24 THE COURT: Uh-huh.

1 MS. RODRIGUEZ: She came up with a figure of about \$225,000.

2 THE COURT: Uh-huh.

3 MS. RODRIGUEZ: Different from the DOL, different from Mr. Greenberg's
4 expert. Mr. Greenberg's expert comes in, uses his own methodology. He comes
5 up with \$700,000 for the same 2-year period; one of the numbers that's contained
6 in there. So, basically what they're arguing is damages. We haven't gotten into
7 liability or anything further and they're wanting summary --

8 THE COURT: It sounds like, since you're saying the figure from the
9 Department of Labor is more accurate, that you would not oppose a partial summary
10 judgment for the \$135,000.

11 MS. RODRIGUEZ: I'm not saying it's more accurate. I'm saying that it's
12 different, that everybody uses a different methodology, everybody comes up with
13 a different number, and we have a right to present to a jury whether their expert's
14 numbers and his interpretation of the documentation and how he chose to add and
15 subtract and work out his formulas on the spreadsheet --

16 THE COURT: Well, frankly, what I'm more concerned with at this moment
17 is not whether you have a right to present it to the jury, but do you have a right to
18 be enabled to more accurately or completely take issue with the assertion by the
19 plaintiff that there is no issue of material fact as to these numbers? If these
20 numbers wind up reflecting the information taken from the Excel sheets that were
21 provided by your client, I'm not so sure that I buy into the argument that the trip
22 sheets is the only way to go. But I don't know -- I am concerned about whether
23 or not -- whether or not you really are able to fairly contest the accuracy of these
24 numbers if you don't have -- whether it be some more time to have your own expert

1 weigh in on it, in which event there's no reason not to go ahead and step up to the --
2 you know, what would normally in a normal case, which this case doesn't bear a lot
3 of resemblance to, we would have waited until we had experts not only designated
4 but completely conflicting expert reports as to --

5 MS. RODRIGUEZ: Right.

6 THE COURT: -- the time of day and everything else. And then the Court
7 could determine whether or not there was at least a non-issue -- you know, a no
8 issue of material fact as to certain facts and then whether that provided a basis to
9 issue a partial summary judgment. I am concerned about whether we're really
10 squarely to that point. Have you designated an expert?

11 MS. RODRIGUEZ: No. No, we have not, Your Honor. And your point is
12 well taken because that's exactly what has occurred here is that there was no
13 expert report from the plaintiff.

14 THE COURT: But they did designate an expert?

15 MS. RODRIGUEZ: Well, not really.

16 THE COURT: No?

17 MS. RODRIGUEZ: This is the first time that I hear this because we've got
18 kind of a fuzzy designation saying we don't believe that we need to designate an
19 expert, but should the Court interpret that we do, then we kind of named Charles
20 Bass. We didn't get any report, we didn't get any C.V., we didn't get anything. Later
21 on in a subsequent supplement, past the expert deadline, we did get a C.V. that
22 was attached for Mr. Bass. Still no expert report. Still nothing else in compliance
23 with what the expert disclosures mandate. We see then all these little erratas and
24 piecemeals. We still haven't seen a final report, any report from Mr. Bass --

1 THE COURT: Uh-huh.

2 MS. RODRIGUEZ: -- other than what's been attached to --

3 THE COURT: Well, I want to back up to the point of whether the plaintiff
4 has designated an expert. Do you have that handy?

5 MR. GREENBERG: Your Honor --

6 THE COURT: Do you have whatever was your designation of an expert?

7 MR. GREENBERG: I do. It is on my computer here. This was designated.
8 And the designation was clear, Your Honor, that while we did not believe Mr. Bass'
9 work was in fact subject to an expert report disclosure --

10 THE COURT: Yeah.

11 MR. GREENBERG: -- that we were designating him as an expert. They
12 were provided with his C.V. when this motion was served.

13 THE COURT: Okay, but let's back up to what constituted your designation
14 of him as an expert.

15 MR. GREENBERG: It was a 7th supplemental -- it was a 7th supplemental
16 discovery, Rule 16 discovery response. I was looking at it the other day. It was --
17 yeah, here we have it here. It was served on January 27th of this year, Your Honor.

18 THE COURT: All right.

19 MS. RODRIGUEZ: It's actually attached to my opposition as Exhibit A to
20 show that they did a reservation, but there was nothing -- no expert report attached.

21 THE COURT: Well --

22 MS. RODRIGUEZ: That's exactly what I represented to the Court. In the
23 event that materials presented by --

24 THE COURT: Hang on.

1 MS. RODRIGUEZ: Sure.

2 THE COURT: Before you start arguing, let me get to where you are with it,
3 then. It's attached as Exhibit --

4 MS. RODRIGUEZ: A.

5 THE COURT: -- No. 8?

6 MS. RODRIGUEZ: A. A as in Apple.

7 THE COURT: A. Okay. Reservation of expert witness. Okay.

8 At that juncture, give me just a minute. I apparently have some
9 emergency matter that needs to be dealt with. This won't take more than two
10 minutes at most.

11 MR. GREENBERG: Yes, Your Honor.

12 (Court recessed from 11:54 a.m. until 12:00 p.m.)

13 THE COURT: All right. I'm sorry for the delay there. Would you believe
14 it was some lawyers being unreasonable? It's just hard to fathom.

15 All right. Where were we with this? The question -- I think I had
16 a question put to you, Ms. Rodriguez; did I? Or did you answer that one?

17 MS. RODRIGUEZ: Well, I think, Your Honor, what I was basically --

18 THE COURT: Oh, the question was whether this operated as a true --

19 MS. RODRIGUEZ: Right. And my argument was that, no, because other
20 people have come to different final numbers. And I think we were looking -- oh,
21 you were looking at the designation of the expert.

22 THE COURT: Designation. Yeah.

23 MS. RODRIGUEZ: Right. And my argument has been that Mr. Bass is
24 offering expert testimony. The plaintiffs were not in compliance with the designation.

1 They didn't produce a report, which the deadline I think was January 27th or so.

2 And so if that's -- if they're going to rely completely on an expert report --

3 THE COURT: Well, here's what I'm going to hear from them, and maybe with
4 some legitimacy. I'm not sure. But I'm going to hear from them that how could we
5 do it, how could we even know if we haven't been given the discovery, the rest of the
6 discovery that we need from the defense.

7 MS. RODRIGUEZ: That's been their argument for probably four years, Your
8 Honor, and the last time we were before the Discovery Commissioner she really tried
9 to pin down Mr. Greenberg and said what do you need? What else do you need
10 so that, you know, she doesn't have to continue to hear this argument over and over
11 and over? And we're at the close of discovery. This is the first time that I hear this
12 argument now from him saying, oh, an expert report is forthcoming if and when we
13 ever get whatever we're still looking for.

14 MR. GREENBERG: Your Honor, as I was explaining earlier, the marital
15 status, dependent status of the class members is a critical consideration in respect
16 to the \$8.25 an hour issue. Defendants were ordered to provide information on that
17 from their payroll system from the W-4s of the class members, which will indicate
18 whether they're married or unmarried. That will tell us a great deal about that issue.
19 I'm told that --

20 THE COURT: When were they ordered to do that?

21 MR. GREENBERG: In March of this year. I'm advised that they're going
22 to be providing that information today in a supplement. Upon being provided with
23 that information, we will be prepared to provide a summarization, a statement of
24 damages in respect to all the various conditions as thoroughly as we can --

1 THE COURT: Does that mean that --

2 MR. GREENBERG: -- based upon the relevant information.

3 THE COURT: Does that mean that if you had the opportunity to your expert,
4 assuming we call him an expert, could prepare his report?

5 MR. GREENBERG: Your Honor, his report will consist of charts and tables.
6 That will be his report, if you want to term it that. Again, my position is this is just
7 a repetitive calculation and summary saying, well, this is what the payroll shows the
8 person was paid, this is what the payroll shows the hours they worked.

9 THE COURT: Okay. Then what I'm hearing is that the Court has to resolve,
10 first of all, whether or not it is opinion testimony.

11 MR. GREENBERG: Your Honor, it's defendants' payroll records.

12 THE COURT: Uh-huh.

13 MR. GREENBERG: And they've affirmed that these are the accurate payroll
14 records that show how much the person worked during a pay period and how much
15 they were paid for the period. There's no opinion in that, Your Honor. And whether
16 that gross amount paid -- if the man worked 54 hours and we divide the 54 into the
17 \$300 he was paid, it's going to give us a number that we all agree on. That doesn't
18 change. And that number is either more --

19 THE COURT: And am I understanding correctly that the sole remaining
20 piece of discovery you need from the defendants in order to do that is forthcoming
21 today?

22 MR. GREENBERG: Your Honor, I'm hopeful it will be forthcoming.

23 THE COURT: Well, let's ask.

24 MS. RODRIGUEZ: No, it's not. I'm not sure -- No. No.

1 THE COURT: Okay. Let's --

2 MS. RODRIGUEZ: They asked for two pieces of information. First of all,
3 this was last discussed before the Discovery Commissioner and the Discovery
4 Commissioner indicated she thought it was a waste --

5 THE COURT: Well, I hate to keep cutting in, but guys, we've got to get down
6 to the rock bottom here. Is there some piece of information or discovery that's going
7 to be provided?

8 MS. RODRIGUEZ: They want all of the W-4s, right? Is that what you want?

9 MR. GREENBERG: Your Honor, it was compelled. And the marital status
10 of all of the class --

11 THE COURT: What is it that you said a few minutes ago you were advised
12 that it's about to be turned over today?

13 MR. GREENBERG: My understanding was that they were going to be
14 providing a supplement today --

15 MS. RODRIGUEZ: Yeah.

16 MR. GREENBERG: -- that would comply with these orders --

17 MS. RODRIGUEZ: No.

18 MR. GREENBERG: -- that were entered in March, I believe. No. Okay,
19 I am misinformed.

20 MS. RODRIGUEZ: No. They asked for two pieces of information that were
21 compelled from the Discovery Commissioner. But we've been in a stay, so those
22 have not been turned over during our stay for the last 60 days. Our stay was --

23 THE COURT: Is there a reason for that?

24 MS. RODRIGUEZ: Pardon me?

1 THE COURT: Is there a reason for that?

2 MS. RODRIGUEZ: To not do anything during a stay?

3 THE COURT: Yeah, not to at least turn over discovery that was previously
4 ordered.

5 MS. RODRIGUEZ: No, it was ordered during -- I mean, all -- the notice of
6 entry of order, everything was filed during the stay, which I was very confused about,
7 but we finally got that on March 31st.

8 THE COURT: Okay.

9 MS. RODRIGUEZ: But our stay wasn't lifted until May 1st.

10 THE COURT: Okay. All right.

11 MS. RODRIGUEZ: So my understanding is when there's a court order
12 staying the proceeding --

13 THE COURT: Uh-huh.

14 MS. RODRIGUEZ: -- we stay the proceeding. So once the stay has --

15 THE COURT: Well, you can rest on that. That certainly does not move this
16 case along, but you could conceivably rest on that.

17 MS. RODRIGUEZ: So, the Discovery Commissioner ordered two outstanding
18 items. One was a defendants' privilege log, documentation for a very small time
19 period. And I indicated to Mr. Greenberg's co-counsel that I would give her a
20 supplement today.

21 THE COURT: Good.

22 MS. RODRIGUEZ: So, yes, as soon as I get back to my office they're getting
23 a supplement.

24 THE COURT: Okay.

1 MS. RODRIGUEZ: The W-2s or W-4s, the Discovery Commissioner ordered
2 that A Cab go back and pull the W-4s for each employee and provide those to
3 Mr. Greenberg. That is a large task. I have not continued to meet with the payroll
4 people at A Cab to find out how far along they are pulling every single individual
5 employee file.

6 THE COURT: All right.

7 MS. RODRIGUEZ: But what I was going to mention to the Court was that
8 the Discovery Commissioner -- we talked about this over and over -- felt that that
9 was not an important part or a necessary part of Mr. Greenberg's calculations, but
10 nevertheless she was going to order it.

11 THE COURT: Then let's find out right now. In order for your expert to issue
12 an expert report, if he's going to issue one, and I presume he is or else why is he
13 even being designated or reserved as an expert, will that information -- do you have
14 to have this piece of information, the W-2s, W-4s that have just been described?

15 MR. GREENBERG: Your Honor, I believe it's essential for fully analyzing
16 the \$8.25 an hour damages in this case, for the reason I explained.

17 THE COURT: Okay. All right.

18 MR. GREENBERG: And, Your Honor, that information is actually in
19 defendants' payroll system because when they do the tax withholding they have to
20 classify someone as married or unmarried. That was never given to me. It's in the
21 QuickBooks data. They don't actually have to go and pull W-4 forms. Everybody
22 who they've issued a paycheck to, it's resident in their computer system. But they
23 don't want to produce it to me. They haven't produced it to me so far. Hopefully
24 I will get that shortly and we will have our damages position analysis finalized.

1 I would hope within 30 days of when I get that piece of information. And Mr. Bass
2 is our expert. He was designated as an expert, if he's to be treated as an expert.
3 It is not our --

4 THE COURT: When you say he was designated, you mean this reservation?

5 MR. GREENBERG: Well, it says at the end of that document, "In the event
6 the materials prepared by Charles Bass for plaintiffs are deemed by the Court to
7 constitute the work product of an expert witness, plaintiffs so designate him as an
8 expert witness."

9 THE COURT: All right. Okay.

10 MR. GREENBERG: This is unequivocal, Your Honor. He is our expert.

11 THE COURT: Well, it seems to me that, you know, to the extent that he is
12 also describing any kind of a methodology, it sounds to me like we're going to --
13 that's what experts do when they're going to render opinion evidence.

14 MR. GREENBERG: Your Honor, it's not an opinion that two plus two is four,
15 okay.

16 THE COURT: I'm sorry?

17 MR. GREENBERG: It's not an opinion that two plus two is four or that when
18 we divide ten into a hundred we get ten.

19 THE COURT: Okay.

20 MR. GREENBERG: He is not rendering any opinion as to any analysis.

21 THE COURT: That is a mere calculation.

22 MR. GREENBERG: All he is doing is performing calculations on the
23 defendants' records and summarizing those records within the meaning of NRS
24 52.275, which he's presenting it as a chart. Again, we have 14,000 individual

1 paychecks. We could look at each individual paycheck stub and write up on the
2 margin the hours --

3 THE COURT: Uh-huh.

4 MR. GREENBERG: -- divide the hours into the gross wages and show the
5 hourly rate. If under \$7.25 we could show what the deficiency was. That could
6 be done 14,000 times on 14,000 pieces of paper. That is what he is doing, Your
7 Honor, okay. He's not offering an opinion as to anything. But nonetheless, Your
8 Honor, I don't want to belabor the point. If he is to be deemed to be presenting as
9 an expert in respect to the charts that he's preparing, it would be my position he
10 would simply corroborate the origin of the materials, which are defendants' records
11 which have tens of thousands of payroll entries in them. He would simply
12 corroborate the origin of the materials, corroborate the summary that he prepared,
13 and that would be presented to the Court and provided to the defendants, of course.

14 And if defendants have issues with those summaries, they think
15 there's errors, they think they didn't actually summarize the original source material
16 properly, they would be able to counter that and raise an issue of fact in respect to
17 that. And that's the problem in terms of where we're at right now is defendants have
18 done none of that, Your Honor. We hear from Ms. Rodriguez how the Department
19 of Labor found this and that some CPA found that. Your Honor, where is it? They
20 need to put it in the record. They don't come in here with counsel and make these
21 ad hoc allegations --

22 MS. RODRIGUEZ: It's attached, Your Honor.

23 MR. GREENBERG: -- in response to this without putting it in the record.
24 They need to document that there is in fact a material factual issue in dispute --

1 THE COURT: Okay.

2 MR. GREENBERG: -- for this limited time period, which is based again
3 exclusively on defendants' records.

4 THE COURT: If I'm correct, you do agree that regardless of whether the
5 Court counts it as requiring -- you know, rules that if need be that as a matter of
6 evidence it amounts to opinion testimony or the Court does not do so, that if you're
7 supplied the things that the Discovery Commissioner has ordered, that you'll be
8 ready to go with calculation --

9 MR. GREENBERG: That is --

10 THE COURT: -- with a calculation of damages, with a calculation -- well,
11 presumably the same calculation by this individual, be it expert or not, of what the
12 amount of damages are that the plaintiff is seeking?

13 MR. GREENBERG: Just so Your Honor understands, in this motion we're
14 dealing with this very limited issue of where the hours are in the payroll. Defendants
15 have essentially admitted the hours of work.

16 THE COURT: Uh-huh.

17 MR. GREENBERG: Everybody agrees what the payroll was. We all know
18 what the class members were paid in every pay period, okay.

19 THE COURT: Okay. Okay.

20 MR. GREENBERG: Nobody says otherwise. It's in the payroll records.
21 The other issue in this case is how many hours they worked where we don't have
22 information in the payroll records. From 2013 to 2015 we have that information in
23 the payroll records. The defendants have admitted under oath, confirmed that that
24 information is completely accurate. That is the basis for this motion.

1 THE COURT: Okay.

2 MR. GREENBERG: Outside of that period there's questions as to how long
3 the drivers worked each pay period. That's going to be an issue of fact that's going
4 to have to be tried. And we will provide --

5 THE COURT: Well, all right. One question that I have is if we can't even get
6 the 2013 to 2015 issue resolved, how in the world are we going to by -- even by the
7 time that the trial is presently set, be able to resolve the rest of it?

8 MR. GREENBERG: Well, Your Honor, my analysis -- my expert, Mr. Bass,
9 will provide a projection as to how much the damages are going to be based upon
10 a finding as to what the shift length was for each driver in each pay period, because
11 we know how many shifts --

12 THE COURT: So am I hearing that -- am I hearing that while an expert is not
13 needed for purposes of this motion, that an expert will be presumably produced at
14 trial and render an opinion based on whatever his methodology and what he does?

15 MR. GREENBERG: Well, just so Your Honor understands the information
16 we're working with, we know what the payroll was.

17 THE COURT: Yeah.

18 MR. GREENBERG: We also have a separate set of information that indicates
19 how many shifts someone worked in a pay period.

20 THE COURT: Right.

21 MR. GREENBERG: So if we say every shift was 10 hours or every shift was
22 11 hours, again, it's just a question of multiplying the shifts by that 10 or 11 or 9
23 hours per shift assumption. You get an hours per payroll period, you divide it into
24 the wages. It's a simple arithmetic formula.

1 THE COURT: What I hear you saying is you're not convinced that you need
2 an expert for your trial testimony.

3 MR. GREENBERG: I'm not convinced that this is within the scope of expert
4 testimony. I don't believe it is, Your Honor. I believe it's simply a compilation, a
5 calculation based upon defendants' records, a summarization as provided, to be
6 presented under the NRS based upon the source material, which is all defendants'
7 source material. And we provide the summary, which is going to be the chart, like
8 we did in this motion. And if defendants take issue with the summary or the chart,
9 they can examine it. The person who prepared the chart or the summary has to, you
10 know, corroborate it, confirm its existence. It could have been done by someone by
11 hand using old-fashioned ledger page, as we did many years ago when I was starting
12 out before they had Excel. But it's no different Your Honor, it's the exact same thing.
13 But we can set that aside. I am perfectly comfortable designating Mr. Bass as an
14 expert, as I have done, having him provide his final tabulation, calculation summary
15 to defendants in full scope, based upon the full disclosures of the information.

16 THE COURT: Well, here's an initial problem. It isn't so much with your overall
17 statement, but you keep saying that he has been designated, but if he's -- you know,
18 it's only if the Court determines that expert testimony is needed. But then that raises
19 the whole question of is there going to be an expert report, which there would be,
20 presumably, if he's designated as an expert. So, you know, that's not for the
21 defendant to guess about.

22 MR. GREENBERG: Right, Your Honor.

23 THE COURT: They've got to know whether you're designating an expert or
24 not.

1 MR. GREENBERG: And I have designated him. To the extent that we're
2 talking about a report, he gave a 12-page declaration in support of this motion.
3 It explains --

4 THE COURT: Well, he gave a declaration, but I'm talking about a designation
5 of an expert.

6 MR. GREENBERG: Well, Your Honor --

7 THE COURT: It's in this document, right? No, that's not it.

8 MR. GREENBERG: It's at Exhibit A of defendants' opposition to the motion
9 for summary judgment, Your Honor. And again, he is designated as an expert.

10 THE COURT: I'm sorry, I thought you said it was in the plaintiff's supplement.

11 MR. GREENBERG: No, it's in the opposition, Your Honor. The plaintiff's
12 supplement that I was referring to earlier is simply the summary of the damages,
13 Your Honor.

14 THE COURT: You're right. Sorry, you're right, I was wrong. So this then
15 amounts to your designation. Okay.

16 MR. GREENBERG: That's correct, Your Honor.

17 THE COURT: Okay.

18 MR. GREENBERG: I'm designating him as our expert.

19 THE COURT: Well, you understand the difficulty that puts the Court in and
20 the defendants in. A somewhat tenuous designation is not exactly the kind of
21 designation of an expert that causes these other events in our discovery scheme
22 to go forward.

23 MR. GREENBERG: Your Honor, again, it's my position that he's not offering
24 opinion testimony.

1 THE COURT: Okay.

2 MR. GREENBERG: And it's not testimony that's beyond the normal purview
3 of an average individual. There's no --

4 THE COURT: Okay. But it would be safe to say that as far as you're
5 concerned if the Court decides that it requires an expert opinion in order to put in
6 either at trial or for purposes of this partial summary judgment motion the calculations
7 which he's done, that he is designated.

8 MR. GREENBERG: He is designated as the expert.

9 THE COURT: All right. Then we need to get down to that very question,
10 and frankly, in all of the things that I have before me I'm not sure that it's squarely
11 raised. I think that maybe in order to resolve this motion I need to first at least
12 allow opportunity to both sides to give me whatever authorities they want to on the
13 question of whether the Court cannot accept the calculations in these 600 some
14 odd pages as uncontested fact.

15 MR. GREENBERG: Your Honor, they are uncontested facts. Defendants
16 have had an opportunity to contest them. They were provided with the summary,
17 the 600-page summary you're referring to. Every single pay period, based upon
18 the records they gave us.

19 THE COURT: Yeah.

20 MR. GREENBERG: They've affirmed --

21 THE COURT: Okay. So as far as you're concerned, the issue of whether
22 there is an issue of material fact that prevents the granting of your present motion
23 rests upon whether the Court agrees with the defense that it is an issue of material
24 fact whether even the Excel -- what do you call it, Excel sheets, the --

1 MR. GREENBERG: Excel files.

2 THE COURT: Excel files. Thank you. That were given to the plaintiff are the
3 appropriate basis for a calculation of damages, you know, even for the purposes of
4 this limited motion.

5 MR. GREENBERG: Well, there's two elements to the damages calculation.
6 There's the wages that were paid. Defendants don't dispute that the wages that
7 were paid are in the Excel files. And there's the hours that the class members
8 worked. Defendant --

9 THE COURT: Okay. But what I'm trying to deal with is this issue that keeps
10 getting raised that, oh, wait a minute, we have to go to the trip sheets.

11 MR. GREENBERG: Your Honor --

12 THE COURT: So I'm -- if you'll just let me --

13 MR. GREENBERG: Yes. I'm sorry.

14 THE COURT: I am about to probably agree with you that if they believe that
15 there is an issue of material fact, it would be up to them to show the Court that the
16 trip sheets -- some study of the trip sheets that presumably has not yet been done
17 would have to be done in order to -- in order for the plaintiff to either prevail at trial or
18 prevail on this motion as to the calculation of the -- to prevail on the issue of whether
19 the materials provided by them do in fact present an issue of uncontested fact.

20 MR. GREENBERG: Your Honor.

21 THE COURT: Yeah?

22 MR. GREENBERG: Again, just to turn to page 5 of the reply on the motion
23 for partial summary judgment --

24 THE COURT: Let me just get to that.

1 MR. GREENBERG: Yes.

2 THE COURT: Let me get to plaintiffs' reply, page 5.

3 MR. GREENBERG: Your Honor is correct. If there's a dispute as to the
4 accuracy of the information, then there's a dispute as to the accuracy of the
5 information. But there is no dispute in respect to the accuracy of the information
6 in the fashion Your Honor was talking. From line 17 onward on page 5 you have
7 the reproduction of Mr. Nady's testimony. He was specifically asked what records
8 existed of the working time and he said the trips sheets, and then he goes on to
9 explain that the trip sheets actually aren't wholly accurate, that the accurate
10 information is put in the QuickBooks system.

11 THE COURT: Okay.

12 MR. GREENBERG: So they have gone on the record as confirming the
13 accuracy of the time records that this is based upon. Nobody disputes that the
14 wages were paid through the payroll system as well. So there is no disputed issue
15 of material fact. They've had an opportunity, Your Honor, to examine the
16 calculations that I presented, the 600 pages, the 14,000, you know, pay period
17 paystub analysis. They have responded in no fashion. They do not actually submit
18 anything now attacking the accuracy of the information that I was working off of,
19 which was the Excel files, Your Honor.

20 THE COURT: Okay. I understand your point.

21 MR. GREENBERG: Okay. Thank you, Your Honor.

22 THE COURT: Ms. Rodriguez, what about that?

23 MS. RODRIGUEZ: Well, Your Honor --

24 THE COURT: Am I correct that you're saying that without the trip sheets

1 there is presented an issue of material fact?

2 MS. RODRIGUEZ: Absolutely. That's definitely one of the points. And
3 I don't know why he keeps saying we've presented nothing because I have them
4 attached to the opposition. Exhibit C is the Department of Labor's analysis. Again,
5 this is their numbers that they arrived after going through the 14,000 documents that
6 Mr. Greenberg referenced but doesn't want to look at them. They went through the
7 documents and came up with the \$139,000 figure. Exhibit D --

8 THE COURT: Exhibit C. Hang on. I'm still trying to get to Exhibit C.

9 MS. RODRIGUEZ: Okay.

10 THE COURT: We either didn't get -- yeah, the courtesy copy is not tabbed
11 and I'm a little slow at flipping through these and getting to the right page. All right,
12 Exhibit C. Go ahead.

13 MS. RODRIGUEZ: Exhibit C is the consent judgment written by the
14 department -- the Federal Department of Labor, that came up with the figure of --
15 it's on page 3, \$139,988.80 for the time period of October 1st, 2010 through October
16 1st, 2012.

17 Exhibit D is -- and I haven't -- I don't think I've emphasized this enough.
18 This lady is an independent CPA. This is Nicole Omps of Beta Consultants, who was
19 hired primarily by the other plaintiff's counsel, the Barrasso Law Firm, and A Cab as
20 an independent CPA who did her own analysis going through the actual trip sheets
21 and through the actual payroll system and came up with her figures of liability for the
22 relevant years of April 2009 through September 2016. And she broke that out in
23 terms of her findings and her methodology and her opinions as to what the liability
24 would be. And yet none of these numbers match up with what Mr. Greenberg's

1 expert is opining about.

2 THE COURT: Well, it sounds like -- it sounds like you just listed off a time
3 period that's not included in the motion for partial summary judgment.

4 MS. RODRIGUEZ: Well, it is, Your Honor, and that's a point that hasn't even
5 been addressed, because I did address that in my opposition that Mr. Greenberg
6 is asking for --

7 THE COURT: Wait. So am I not correct that this Exhibit D is talking about
8 a time period that goes from 2009 to 2016 --

9 MS. RODRIGUEZ: Correct.

10 THE COURT: -- and the motion itself is concerned with -- am I right, 2013,
11 2014?

12 MS. RODRIGUEZ: Two thousand -- through 12/31/15.

13 THE COURT: Through 12/31/15?

14 MS. RODRIGUEZ: Excuse me. No. He's asking through May 27th of 2016.
15 And that was my argument that he doesn't even have any class representative
16 during this time period. Mr. Murray and Mr. Reno --

17 THE COURT: Okay. Well, I'm not going off on that argument.

18 MS. RODRIGUEZ: Well, Your Honor, that's an important argument.

19 THE COURT: What about whether -- Is that true that the time period you're
20 asking for partial summary judgment includes through that May of 2016?

21 MS. RODRIGUEZ: May 27th, 2016.

22 MR. GREENBERG: Your Honor, as I was explaining before, through
23 December 31st, 2015, because that's congruent with the class period at this time.
24 That's the class certification.

1 THE COURT: Okay.

2 MR. GREENBERG: And that was the supplement I gave Your Honor earlier.

3 THE COURT: 2013 through --

4 MR. GREENBERG: Those three calendar years, '13, '14 and '15.

5 THE COURT: All right. Okay.

6 MR. GREENBERG: The Department of Labor finding involves prior years,
7 2012, 2011. It has no bearing --

8 THE COURT: All right. So, back to -- back to your point about this Exhibit D.
9 If that's a slightly different time frame, I mean, how do I --

10 MS. RODRIGUEZ: It outlines them per the year, Your Honor.

11 THE COURT: It does. All right.

12 MS. RODRIGUEZ: But I think that's an important point that Mr. Greenberg
13 just conceded, because he just said that was in his supplement. And he's alleged
14 a number of dates, but the original motion asked for partial summary judgment
15 through May of 2016.

16 THE COURT: The motion as it stood when you filed an opposition?

17 MS. RODRIGUEZ: Correct.

18 THE COURT: Okay.

19 MS. RODRIGUEZ: But following my opposition is when all the erratas came
20 in with the different dates. So I guess what I'm hearing is that he's only asking
21 through 12/31/2015 and the remainder of 2016 has been dropped.

22 THE COURT: No, I think for purposes of his partial summary judgment
23 motion. Is that --

24 MR. GREENBERG: Your Honor, as the case is currently postured before

1 the Court, you can't award damages to the class past 12/31/15 because you haven't
2 certified the class past that date. We were discussing this earlier today.

3 THE COURT: Okay.

4 MR. GREENBERG: We will address that --

5 THE COURT: And you don't intend -- you don't intend to certify it past then?

6 MR. GREENBERG: Well, we do. We're going to address that by another
7 motion, Your Honor. Your Honor directed that that be brought by separate motion.

8 THE COURT: Is there any issue in this entire litigation which can be resolved
9 once and for all?

10 MR. GREENBERG: Your Honor, this partial summary judgment motion
11 should be resolved.

12 THE COURT: Okay.

13 MR. GREENBERG: As I have explained to the Court, what I want to explain
14 about Exhibit D, which is the only document defendants are referring to that actually
15 deals with this time period --

16 THE COURT: Right.

17 MR. GREENBERG: -- if you look at -- it's the last page of this document.

18 THE COURT: Right.

19 MR. GREENBERG: It's a 3-page document. It says, Assumption. Please
20 read that, Your Honor.

21 THE COURT: (Reading) Based on Department of Labor wage hour
22 investigation, A Cab, 2010, 2012 underpaid drivers at a rate of 2.1 -- blah, blah, blah
23 -- of total gross pay.

24 MR. GREENBERG: Your Honor, this is just an assumption. The Department

1 of Labor settlement, for whatever amount, represented a percentage underpayment
2 of gross wages. Your Honor, counsel was just representing to Your Honor that
3 somehow this constituted some independent evaluation of actual factual material,
4 such as trip sheets which were mentioned by her. This CPA didn't look at any trip
5 sheets. All she did was take a look at this prior settlement and compare it against
6 the payroll, come up with a percentage --

7 MS. RODRIGUEZ: That assertion has --

8 MR. GREENBERG: -- and say based upon that analysis the proposed
9 settlement is proper.

10 THE COURT: And I suppose the real question is does it present an issue of
11 material fact as to your calculations put forward in your motion for partial summary
12 judgment?

13 MR. GREENBERG: Your Honor, how could it? It doesn't address any actual
14 payroll period that we did the calculation on.

15 THE COURT: Okay, that's a fair question. Ms. Rodriguez?

16 MS. RODRIGUEZ: Yes, it does, Your Honor. It's right there through --
17 October 2012 through June 2014; July 2014 through September 2016. This is on
18 Appendix A of that report. And it absolutely does raise a material fact. This expert --

19 THE COURT: Well, it says it's based on an assumption.

20 MS. RODRIGUEZ: Well --

21 THE COURT: That's not --

22 MS. RODRIGUEZ: -- what Mr. Greenberg just represented to the Court, I
23 don't know how he knows that Ms. Omps didn't review a trip sheet; how he can make
24 that representation, unless he's had some discussions with her that I'm not aware of,

1 because she absolutely reviewed trip sheets and reviewed actual data.

2 THE COURT: Well, is this -- I mean, if it says assumptions, then those
3 assumptions do not represent established fact or facts asserted --

4 MS. RODRIGUEZ: Uh-huh.

5 THE COURT: -- how would I use this to say, oh, well, here's an issue of
6 material fact?

7 MS. RODRIGUEZ: Well, it's a different opinion, Your Honor. It's one expert
8 arriving at a different calculation, a different methodology and a different opinion
9 as to what they believe the liability is from A Cab, versus Mr. Greenberg's opinion.

10 THE COURT: What if I agree with Mr. Greenberg that his exhibit of 600 and
11 who knows how much pages --

12 MS. RODRIGUEZ: Uh-huh.

13 THE COURT: -- is merely a calculation based upon -- a simple calculation
14 based upon the --

15 MR. NADY: Trip sheet. Spreadsheet.

16 MR. GREENBERG: The payroll, Your Honor. The Excel file.

17 THE COURT: Spreadsheet. Ahh, spreadsheet. Now, there's a term I can
18 deal with.

19 MR. GREENBERG: Spreadsheet. The Excel file, Your Honor.

20 THE COURT: The spreadsheet contained in those. I mean, where is the
21 need for an expert opinion there?

22 MS. RODRIGUEZ: Well, first of all, as I think we've determined, it sounds
23 like Mr. Bass' report is still a project in action. We haven't even seen his final
24 numbers. And --

1 THE COURT: Well, he's not -- he's not putting them forward as an expert
2 for purposes of this calculation. The question is, do you need an expert to do the
3 calculation?

4 MS. RODRIGUEZ: I think you absolutely need an expert for the calculation.

5 THE COURT: Okay. Why?

6 MS. RODRIGUEZ: Because that's why all of these experts are arriving at
7 different figures. And we have not formally -- Your Honor asked whether --

8 THE COURT: But if he takes your agreed upon numbers, you know,
9 individual numbers, does a spreadsheet and calculates that out, why does that
10 require an expert?

11 MS. RODRIGUEZ: Well, for one, it's not taking into consideration breaks.
12 It's not taking into consideration the appropriate hours worked. You can only derive
13 those from the trip sheets, which is what the other experts have sat down and
14 looked at and come up with, and you come up with it. We can --

15 THE COURT: Okay. Then that in turn depends upon what was represented
16 by the defendant that these spreadsheets were. What was represented that they
17 were?

18 MS. RODRIGUEZ: And that's what I started out saying, Your Honor. I have
19 made this argument repeatedly to the Discovery Commissioner that the data that
20 Mr. Greenberg was requesting was not relevant to his determination of the minimum
21 wage calculation. Mr. Greenberg kept insisting we want this data and this data
22 only, and we want to manipulate it how we want to manipulate it. And that is what
23 has happened is that we turned over this documentation, saying this is not the
24 appropriate documentation for a calculation of minimum wage. And now he's

1 moving for summary judgment, saying --

2 THE COURT: What was it represented to be?

3 MS. RODRIGUEZ: The trip sheets and the actual paystubs.

4 THE COURT: That's what's in the --

5 MS. RODRIGUEZ: No. No. Again, Your Honor, I don't know what Mr. Bass
6 is using because we --

7 THE COURT: No, no, no, no, no. No, no, no no. Before he ever took the --
8 whatever device it was on --

9 MS. RODRIGUEZ: Mr. Greenberg asked, for example, for everything that
10 was in Cab Manager, which is a GPS tracking device for the cabs. That's a program
11 to track the cabs as they make their trips throughout the city.

12 THE COURT: Okay.

13 MS. RODRIGUEZ: He asked for electronic data from Cab Manager. We had
14 to hire Mr. Morgan, who designed the Cab Manager program, to write a program to
15 take out some GPS times and give this data in its raw form to Mr. Greenberg, for
16 example. He has now had Mr. Bass pull that raw data, GPS time, and assumed,
17 okay, well, this is a start and an end time.

18 THE COURT: Okay. All right. So, let me ask Mr. Greenberg, do you have
19 anything that answers the question in writing of what the defendants represented
20 that the spreadsheets were, so that I can determine whether a calculation of those
21 things represents --

22 MR. GREENBERG: Yes, Your Honor.

23 THE COURT: -- an uncontestable -- in other words, it does not present an
24 issue of material fact?

1 MR. GREENBERG: The defendants have just discussed something called
2 Cab Manager.

3 THE COURT: Yeah.

4 MR. GREENBERG: Which data was produced and is being analyzed. It has
5 nothing to do with this motion. This motion is not based on anything from the Cab
6 Manager or the dispatch system.

7 THE COURT: Okay.

8 MR. GREENBERG: This is based solely upon the QuickBooks records. The
9 bi-weekly payroll the defendants printed out. There are paystubs, as counsel was
10 referring to --

11 THE COURT: Okay.

12 MR. GREENBERG: -- that show amount paid --

13 THE COURT: So what it was represented to be by the defendants to you is
14 the QuickBooks?

15 MR. GREENBERG: Correct. That was given --

16 THE COURT: And what are the QuickBooks?

17 MR. GREENBERG: The Quickbooks is every two weeks a paycheck is
18 issued to the employee. It will have an amount for wages and it will have an amount
19 for hours worked.

20 THE COURT: Okay.

21 MR. GREENBERG: So we divide the hours worked into the wages. If it's
22 below \$7.25 or below \$8.25, there's a deficiency.

23 THE COURT: Okay.

24 MR. GREENBERG: And we just do the multiplication, the subtraction and

1 the addition.

2 THE COURT: All right.

3 MR. GREENBERG: It's very simple, Your Honor.

4 THE COURT: Now, back to you, Ms. Rodriguez. Why could he not take
5 what was represented to be the QuickBooks that contain the number of hours and
6 the amount of money paid and say -- and do a calculation of what that comes out to
7 in terms of payment per hour and the hours worked?

8 MS. RODRIGUEZ: Well, first of all, there weren't any representations made by
9 the defendants. We always -- A Cab turned over what the Discovery Commissioner
10 ordered. What Mr. --

11 THE COURT: Okay. What did she order?

12 MS. RODRIGUEZ: Your Honor, there's been so many different --

13 THE COURT: Does that get us further away?

14 MS. RODRIGUEZ: Yeah.

15 THE COURT: Okay.

16 MS. RODRIGUEZ: There's been so many different productions in this.

17 THE COURT: All right.

18 MS. RODRIGUEZ: That's why I'm saying, I don't know what Mr. Bass ended
19 up using from -- we've had to produce so many different sets of electronic data,
20 I don't know which one he used. And I haven't deposed him because there's not
21 been a report.

22 THE COURT: Sure. Understood.

23 MS. RODRIGUEZ: There wasn't a designation. I'm moving to strike him
24 because he's way past the deadline. So why would I waste my client's money

1 deposing this guy if he's never going to testify? And, you know, for him to just
2 piecemeal erratas and then move for summary judgment, it just -- I don't know what
3 else to argue on this because I've never seen anything like this where you're asking
4 for these piecemeal damages and giving the Court like, well, you can pick A, B or C,
5 but pick one of them and just give us money.

6 THE COURT: Well, it doesn't -- for purposes of a partial summary judgment
7 motion, it doesn't have to represent the entire world of damages that they are
8 seeking at trial. It only needs to represent some period of time with a certain
9 number of hours worked, a certain amount of money paid for those hours worked
10 from which presumably even I --

11 MS. RODRIGUEZ: Right.

12 THE COURT: -- could calculate for these certain hours they were or they
13 were not underpaid.

14 MS. RODRIGUEZ: But he's relying upon an expert incomplete report,
15 piecemealed, to convince the Court of that. And what I've done in opposition is
16 shown you that other experts arrive at different opinions entirely. So we have a
17 right to dispute that.

18 THE COURT: Well, sure, for trial purposes. But for purposes of this motion
19 if he is relying on what is represented as certain information from your client, it
20 seems very conceivable to me that if it does represent -- if it's represented to be the
21 hours worked and the monies paid for a certain period of time --

22 MS. RODRIGUEZ: Uh-huh.

23 THE COURT: -- then that is information from which almost anyone, not
24 including me, could calculate what the hours worked -- I mean, what the hourly rate

1 was and how much more would have to be paid in order to meet the minimum wage
2 just for those hours during that pay period.

3 MS. RODRIGUEZ: And Your Honor skipped over -- you didn't want to hear
4 my arguments, but they are important arguments that I don't even think he has a
5 right to ask for these time periods. He doesn't have a class representative during
6 that time period. And I know the Court is brushing that argument aside --

7 THE COURT: No, no, I'm not. I'm not really --

8 MS. RODRIGUEZ: -- but Mr. Reno and Mr. Murray --

9 THE COURT: We haven't gotten to that.

10 MS. RODRIGUEZ: -- they're from 2011 and 2012. Well, that's where we
11 should have started because he's -- first of all, what he originally was asking for was
12 outside the class order. And then everything he's asking for from 2013 and 2015,
13 Murray and Reno are from 2011 and 2012. He's never even shown that he has
14 a proper representative plaintiff for that time period. And without disclosing --

15 THE COURT: Okay. And you objected to that --

16 MS. RODRIGUEZ: I did.

17 THE COURT: -- in front of the Discovery Commissioner?

18 MS. RODRIGUEZ: I did.

19 THE COURT: And what did she rule?

20 MS. RODRIGUEZ: No, I didn't object to -- I objected in this briefing. This
21 is --

22 THE COURT: Well, wouldn't you have objected in front of the Discovery
23 Commissioner that it was irrelevant to --

24 MS. RODRIGUEZ: No, she's going by what you certified, which is through

1 12/31, so -- I mean, 12/31/15, so we've turned over everything through that time
2 period.

3 THE COURT: Okay.

4 MS. RODRIGUEZ: But he's moving for summary judgment now for 2013
5 through 2016, although I think we've cut that off now, that it's 2013 to 2015.

6 THE COURT: Well, yeah, the end of 2015.

7 MS. RODRIGUEZ: Right.

8 THE COURT: Okay.

9 MS. RODRIGUEZ: But that's another reason that summary judgment for
10 that time period is improper because Murray and Reno are from 2011 and 2012.

11 THE COURT: All right, let's deal with that issue. Why would we allow partial
12 summary judgment for a period for which you don't have a class representative?

13 MR. GREENBERG: Your Honor, Michael Sergeant was certified as a class
14 representative in this case. He's not named in the caption, but in your class
15 certification order he was expressly named and designated as a representative.
16 He is a class member --

17 THE COURT: Okay.

18 MR. GREENBERG: -- so he's eligible to be a representative. He was
19 employed in 2014 and does present a claim for damages during this time period.
20 This is all documented in the record before Your Honor.

21 THE COURT: 2014.

22 MR. GREENBERG: That was in 2014. Your Honor, defendants don't actually
23 produce any legal authority for this concept that somehow every class member in a
24 class action case must personally possess damages for every particular time period

1 or interval at issue for the class claims. I mean, there is no such requirements, Your
2 Honor.

3 THE COURT: Yeah.

4 MR. GREENBERG: They don't cite to any.

5 THE COURT: You're saying that the class representative did suffer damages
6 for at least part of the time frame from 2013 to 2015?

7 MR. GREENBERG: That's correct. He was employed, he did suffer
8 damages. We've documented it. I can actually refer you to the exact line in the
9 600-page calculation. His paystub is presented in the record. It is discussed fully
10 before Your Honor. So this is not an issue, okay, in terms of the adequacy of the
11 representation, the representatives or there being a sufficient representative.

12 I think Your Honor understands very clearly where we're at here,
13 okay. If there is no dispute about the information that was provided to plaintiffs and
14 plaintiffs have now provided this summary of the 14,000 or so paychecks to Your
15 Honor, done the calculations Your Honor was just discussing, if defendant is not
16 coming in before the Court and establishing in a sufficiently evidentiary fashion either
17 that the information we're relying on is not accurate -- and by the way, Your Honor,
18 contrary to Ms. Rodriguez' representations, the information relied upon is expressly
19 identified in my declaration as two Excel files, the particular dates, particular sizes
20 that they gave to me in October that were given to Mr. Bass. Mr. Bass prepared the
21 summary. They have not in fact challenged a single line of that summary in terms of
22 those calculations. They have all of the information that I relied upon, Your Honor,
23 and they've agreed that that information is an accurate statement of the hours and
24 the wages for each pay period.

1 THE COURT: In the 600 some odd page attachment that you put on there,
2 is all of the information on there exactly -- I mean, is that on the Excel spreadsheet?

3 MR. GREENBERG: It all comes from the Excel. As Mr. Bass explains in
4 his declaration, the total wages amount that you see on the summary, okay, which
5 appears in Column G, okay --

6 THE COURT: Okay.

7 MR. GREENBERG: -- consists of commission pay and sometimes there's
8 bonus pay. There's different classifications of pay. But it doesn't include any tips
9 which are reported on the payroll system. And defendants had given testimony
10 based upon actual paystubs that were presented to them, Mr. Sergeant's paystubs,
11 about the itemization on the paystubs that were printed out, what each of those items
12 were. They confirmed what the categories of items were that were wages, what was
13 tips. So, Mr. Bass, when he compiled this is only including in total wages paid actual
14 wages, not tips, because tips are excluded for minimum wage purposes under
15 Nevada law.

16 THE COURT: Right. So back to my question. So, column A, B, C, D, E, F,
17 G and H were all --

18 MR. GREENBERG: That is correct, Your Honor. All of that information is
19 resident in defendants' produced Excel files. They have not disputed the accuracy
20 of any line of any of those columns A through H.

21 THE COURT: And the calculation that he's done that you're putting forward
22 and asking the Court to grant partial summary judgment for represents columns I --

23 MR. GREENBERG: Well, I would be if the Court was to use the uniform
24 \$7.25 rate --

1 THE COURT: Right.

2 MR. GREENBERG: -- and K would be if it was going to differentiate, as we
3 were discussing, regarding the waiting period. The J column simply applies \$8.25
4 for all time periods.

5 THE COURT: Okay.

6 MR. GREENBERG: But that is correct. And as Your Honor can see, often
7 in many pay periods nothing is owed. But if Your Honor was to sit down, you could
8 divide, you know, the H amount into the G amount and you would come up with
9 the hourly rate. And then if it was deficient, below \$7.25, you could multiply that
10 deficiency again by the H amount, the hours worked, and you would get the amount
11 in Column I, for example --

12 THE COURT: All right.

13 MR. GREENBERG: -- which is the \$7.25 an hour rate. Very simple.

14 THE COURT: All right. Now -- thank you.

15 Back to Ms. Rodriguez. Do you contest that columns A, B, C, D, E, F,
16 G and H represent the information that was contained within the spreadsheets?

17 MS. RODRIGUEZ: I don't know what Mr. Bass looked at, Your Honor. I don't
18 know how many times -- I'm not being clear in terms of what Mr. Bass looked at.
19 I mean, what strikes me is that this is charts and summaries from Mr. Bass. I think
20 this is a hearsay document.

21 THE COURT: So what we would need to look at is the actual spreadsheets
22 that you provided, your client provided?

23 MS. RODRIGUEZ: We didn't provide spreadsheets, Your Honor. We
24 provided raw data. Mr. Bass put all of these together.

1 THE COURT: Okay. Well, I was going from what somebody on your side,
2 I think it was your client, or I'm not sure --

3 MS. RODRIGUEZ: Yeah.

4 THE COURT: -- called it a spreadsheet.

5 MS. RODRIGUEZ: Right.

6 THE COURT: Okay.

7 MS. RODRIGUEZ: Yeah, I don't know --

8 MR. NADY: I was trying to help you.

9 THE COURT: Well, whatever. So whatever the term --

10 MS. RODRIGUEZ: Right. No, it was raw data that's always been provided
11 to Mr. Greenberg, at his insistence, was raw data.

12 THE COURT: And that raw data included --

13 MS. RODRIGUEZ: I don't know, Your Honor.

14 THE COURT: You don't know?

15 MS. RODRIGUEZ: I mean, I don't know how else to answer that because,
16 like I said, I'm hearing representations for the first time as to Mr. Bass' piecemealed
17 -- little pieces of what he apparently went through to come up with these numbers.
18 But, you know --

19 THE COURT: Do you have a copy of the raw data?

20 MR. GREENBERG: Your Honor, I do. That could be filed with the Court if
21 the Court wanted. I wanted to point out Mr. Bass' declaration is at Exhibit 2 of the
22 moving papers.

23 THE COURT: Right.

24 MR. GREENBERG: It was provided to defendants. At page 2 of that,

1 paragraph 3, he specifically states what he looked at, which were the two Excel files
2 that I was referring Your Honor to.

3 MS. RODRIGUEZ: Well, we got -- we got a number of erratas after that.

4 THE COURT: Wait. Don't interrupt. Let's not get that far.

5 MS. RODRIGUEZ: Well, Your Honor, he's interrupted me so many times.
6 I've had to sit down three different times because every time Your Honor asked me
7 to argue, he starts back up again on his argument. And, you know, it's like -- do you
8 not see that, Your Honor?

9 THE COURT: Well, I'll try to watch more carefully to see that doesn't happen.
10 That's not my intention.

11 MS. RODRIGUEZ: Okay. May I reply to something that he answered to you
12 earlier, too?

13 THE COURT: Well, let me --

14 MS. RODRIGUEZ: Because you asked specifically about --

15 THE COURT: Okay, but he was finally getting down to answering one of my
16 questions. What is in the spreadsheet? How do I determine what the information
17 was that was given from the defendants to the plaintiffs?

18 MR. GREENBERG: Well, Your Honor, you don't have a visual representation
19 in the papers of the spreadsheet.

20 THE COURT: Okay.

21 MR. GREENBERG: But Mr. Bass in his declaration, starting at paragraph 3,
22 actually explains what is in the Excel file. He explains it contains 10 columns that
23 identify the following pieces of information on each line. And he explains what each
24 one is and what he was advised there was. For example, Column C is a number