

SETTLEMENT AGREEMENT
ATU Local 192 et al v. Alameda Contra Costa County Transit District

GENERAL RECITALS

WHEREAS on January 10, 2006, Amalgamated Transit Union Local 192 and three individual members of Local 192 (Durnetta Graham, Herschel Watson, Sr. and Peter Sharp), hereafter referred to collectively as "Plaintiffs," served a courtesy copy of a class action Complaint on Alameda-Contra Costa Transit District ("District"), claiming that the District violated IWC Wage Order 9 by failing to provide individual Plaintiffs and similarly situated paratransit drivers with meal and rest breaks as required by Wage Order 9.

WHEREAS the parties agreed to attempt to resolve this matter informally, and to facilitate settlement negotiations executed a Tolling Agreement on February 1 and 6, 2006, providing that:

1. Plaintiffs agreed defer filing the Complaint while the parties negotiated a Settlement Agreement, and
2. The District agreed to toll the statute of limitations pertaining to Plaintiffs' claims, and to negotiate or litigate Plaintiffs' claims as if they had been filed on January 10, 2006.

WHEREAS the parties subsequently met and negotiated the following agreement resolving Plaintiffs' claims against the District:

CONTRACT TERMS

1. Compromise & Release. This Settlement Agreement compromises and releases any and all claims arising from Plaintiffs' allegation of missed meal and rest breaks for paratransit drivers, for the period from July 1, 2004 to execution of this Agreement.

2. No admission. By entering into this Settlement Agreement the District makes no explicit or implicit admission of liability for any of Plaintiffs' claims.

3. Class Representative. Bonus. The three class representative plaintiffs (D.Graham, H.Watson, P.Sharp) shall each receive \$250.00 as a class representative bonus.

4. Damages. \$39,250.00 shall be disbursed to paratransit drivers who worked between 7/1/04 & 4/15/06, in pro rata proportion to number of weeks worked in that period, as compromise of Plaintiffs' claim for unpaid extra hour of pay for missed meal breaks and missed rest breaks.

5. Prospective Relief. Commencing immediately, rest breaks shall be specified in drivers' manifests, which will allow the drivers to take their rest and meal breaks, either at the time specified in the manifest or as close as possible to that scheduled time. If a driver is unable to take a scheduled rest or meal break at the scheduled time or reasonably close thereto, they are to contact dispatch as soon as reasonable, and dispatch will make arrangements for that driver to take his/her break as soon as possible.

Failure to contact dispatch within a reasonable time after missing a scheduled break will not subject a driver to discipline; but the District will not be obligated to pay for a missed break

if a driver fails to call in within a reasonable time after missing a scheduled break.

The prospective relief agreed to herein shall be subject to potential revision as the parties negotiate a collective bargaining agreement, or in the event the law requires the District to pay for missed breaks of meal period despite the parties' agreement in the previous sentence.

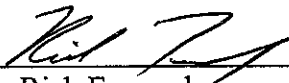
6. Attorneys Fees: The District shall pay to Plaintiffs' counsel, Leonard Carader LLP, the sum of \$10,000 for attorneys fees and costs incurred in this action.

7. Arbitration. The parties agree to resolve any disputes over the implementation of the Agreement by arbitration, with an arbitrator to be chosen by mutual strike-off procedure..

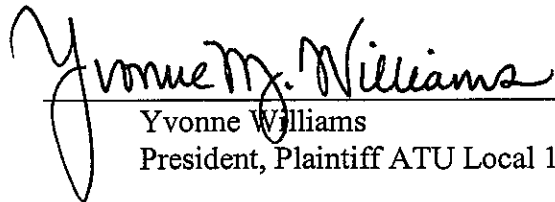
8. Not a comprehensive collective bargaining agreement. This Agreement does not constitute a collective bargaining agreement with the scope of Section 11(F) or 12(C) of Wage Order 9.

SO AGREED.

Date: 6/8/06


Rick Fernandez
General Manager, A-C Transit District

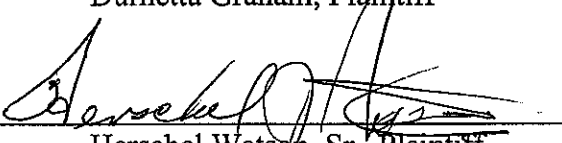
Date: 6-06-06


Yvonne Williams
President, Plaintiff ATU Local 192


Date: 6-06-06


Durnetta Graham, Plaintiff

Date: 6-06-06

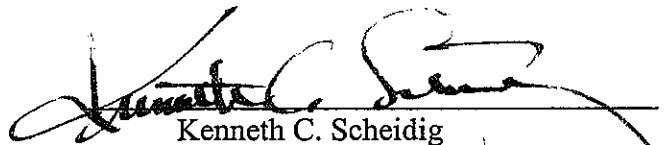

Herschel Watson, Sr., Plaintiff

Date: 6-6-06


Peter Sharp, Plaintiff

Approved as to form:

Date: 6-7-06


Kenneth C. Scheidig
General Counsel, A-C Transit District