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CENTRAL DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,

CASE NO.: CV 04-07699 JFW (JTLx)

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY; AND UNITED
TRANSPORTATION UNION.

SETTLEMENT AGREEMENT
AND (Proposed) ORDER

Defendants.

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1. PROCEDURAL HISTORY

The United States brought this action against the Los Angeles County Metropolitan Transportation Authority ("MTA") pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended ("Title VII"). An amended complaint was filed to include the United Transportation Union

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1 (“UTU”) pursuant to court order. This Court has jurisdiction of the action under 42
2 U.S.C. § 2000e-6, 28 U.S.C. § 1343 and 28 U.S.C. § 1345.

3 In its amended complaint, the United States alleges that the MTA has engaged
4 in a pattern or practice of employment discrimination based on religion in violation
5 of Title VII by using hiring procedures that have excluded qualified individuals
6 from bus operator positions whose religious observances, practices and/or beliefs
7 preclude them from complying with the MTA’s requirement that employees in the
8 Operations Division be available to work weekends, on any shift, at any location,
9 and has discriminated against Henry Asher based on religion by terminating him
10 because his religious observances, practices and/or beliefs precluded him from
11 working during the Sabbath.

12 The MTA and the UTU deny the United States’ allegations, and further deny
13 violating any law, or discriminating against Henry Asher or anyone else on the basis
14 of religion. The assignments for MTA bus operators, with the exception of initial
15 BDOF Bus Operator assignments, are subject to seniority bidding pursuant to a
16 collective bargaining agreement. The MTA asserts that because it cannot guarantee
17 that any bus operator will have sufficient seniority to obtain a work assignment
18 with the desired days off, work hours, or work location, the MTA requires every
19 bus operator applicant to verify that he/she is available to work any shift, at any
20 location, on any day of the week. Nevertheless, the United States, the MTA, and
21 the UTU, desiring that this action be appropriately settled without the burden of
22 protracted litigation, agree to the jurisdiction of this Court over the parties and the
23 subject matter of this action. Subject to the Court’s approval of this Settlement
24 Agreement, the parties waive hearings, findings of fact and conclusions of law on
25 all issues, and further agree to the entry of this Settlement Agreement as final and
26 binding between them as to the issues raised in the United States’ amended
27 complaint in this case and the matters resolved in this Settlement Agreement.

28 This Settlement Agreement, being entered with the approval of the United

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1 States, the MTA, and the UTU, shall in no way constitute an adjudication or finding
2 on the merits of the case, nor be construed as an admission by the MTA or the
3 UTU, or a finding by the Court, of any wrongdoing or violation of any applicable
4 federal law or regulation.

5 **2. NATURE AND EFFECT OF SETTLEMENT**

6 **2.1. No Admission**

7 In entering into this Settlement Agreement, Defendants do not admit any
8 wrongdoing or liability to Plaintiff, to Mr. Asher, or to anyone else, nor any
9 entitlement by Plaintiff to any relief under any claim upon which relief is sought in
10 its First Amended Complaint ("Complaint"). The fact that the MTA is agreeing
11 herein to take specified actions shall not in any way be construed as an admission
12 that taking such actions is not an undue hardship. Any references in this stipulation
13 to policies to be created or enforced by the Defendants or either of them shall not
14 be construed as implying any admission that Defendants, or either of them, have
15 failed to abide by any of these policies or any law in the past. Defendants assert
16 that they are in full compliance with state and federal law, as well as their own
17 policies.

18 **2.2. Settlement Purpose and Scope**

19 2.2.1. The purpose of this Settlement Agreement is to avoid the
20 expense and uncertainty of protracted litigation while ensuring that:

21 2.2.1.1. Applicants and employees are not subjected to
22 discrimination on the basis of religion in hiring or employment with the MTA in
23 violation of Title VII;

24 2.2.1.2. the MTA adopts and maintains policies and procedures
25 that prohibit discrimination on the basis of religion in hiring and employment of
26 bus operators;

27 2.2.1.3. individuals who complain of religious discrimination in
28 employment as bus operators (including being denied employment) shall not be

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1 retaliated against because of such complaint(s); and

2 2.2.1.4. the MTA offers monetary relief to Henry Asher.

3 2.2.2. Plaintiff and Defendants hereby agree to enter into this
4 Settlement Agreement and its approval and entry by the Court; that it shall be
5 binding upon the Defendants and upon the Plaintiff; and that it shall be in complete
6 satisfaction of all legal and equitable claims accruing prior to the date of entry of
7 this Settlement Agreement, based upon, or which could have been based upon or
8 arise from any of the factual matters alleged in the amended complaint, against any
9 Defendant or any Defendant's respective parents, subsidiaries, owners, officers,
10 directors, agents, employees, or contractors.

11 **3. PROCEDURE**

12 **3.1. Court Approval**

13 This Settlement Agreement shall be subject to Court approval, and shall not
14 become binding upon the parties, or any of them, and shall have no force and
15 effect, unless and until the Court approves and enters it. Nothing in this Settlement
16 Agreement shall be deemed to authorize the Court to change or vary any of its
17 terms.

18 **3.2. Additional Steps**

19 The parties will take all procedural steps that may be requested by the Court
20 and shall otherwise use their respective best efforts to consummate this settlement
21 and to obtain entry of the within Order.

22 **4. ORDER**

23 Pursuant to the agreement of the parties and the Court's approval thereof,

24 **IT IS HEREBY ORDERED:**

25 **4.1. Definitions**

26 The following terms have the stated meaning when used in this Settlement
27 Agreement unless the context clearly supplies a different meaning:

28 4.1.1. "Asher" shall mean Mr. Henry Asher, who filed EEOC Charge

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1 No. 340A202326 against the MTA.

2 4.1.2. **“BDOF Bus Operators”** shall mean Business Development
3 Operating Facility Bus Operators. BDOF Bus Operators are the lowest level of the
4 MTA’s three bus operator classifications.

5 4.1.3. **“Calendar-Year Quarter”** shall mean those quarterly periods
6 of time from January 1 through March 31, from April 1 through June 30, from July
7 1 through September 30, and from October 1 through December 31.

8 4.1.4. **“CBA”** shall mean the collective bargaining agreement
9 negotiated between and approved by the MTA and the UTU, effective July 1, 2003,
10 including each and every side-letter agreement thereto negotiated between and
11 approved by the MTA and the UTU, as well as any subsequent collective bargaining
12 agreement and/or side-letter agreement negotiated between and approved by the
13 MTA and the UTU.

14 4.1.5. **“Complaint”** shall mean the first amended complaint filed by
15 Plaintiff on December 13, 2004 and bearing Docket No.: CV 04-7699 JFW (JTLx).

16 4.1.6. **“Dispute”** shall mean and include each and every dispute that
17 arises out of this Settlement Agreement or to any interpretation thereof or to any
18 asserted breach thereof.

19 4.1.7. **“Effective Date”** shall mean the date on which the Court
20 approves and enters this Settlement Agreement.

21 4.1.8. **“Equalized”** shall mean a Bus Operator involuntarily
22 transferred by the MTA from one division to another because of the MTA’s bus
23 operator personnel needs.

24 4.1.9. **“Full-Time Bus Operator”** shall mean the highest level of the
25 MTA’s three bus operator classifications.

26 4.1.10. **“Hardship Transfer”** shall mean a transfer of a Bus Operator
27 from one MTA division to another by the MTA at the operator’s request.

28 4.1.11. **“MTA”** shall mean the Los Angeles County Metropolitan

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1 Transportation Authority and its officers, directors, employees, agents and affiliates.
2 The MTA is one of the Defendants in this matter.

3 4.1.12. "**OCI**" shall mean the MTA's Operations Central Instruction
4 department.

5 4.1.13. "**Part-Time Bus Operator**" shall mean the middle level of
6 the MTA's three bus operator classifications.

7 4.1.14. "**Plaintiff**" shall mean the United States of America.

8 4.1.15. "**Plaintiff's Attorneys**" shall mean the United States
9 Department of Justice and the United States Attorney for the Central District of
10 California.

11 4.1.16. "**Religious Obligations**" shall mean all aspects of religious
12 observance and practice, as well as belief.

13 4.1.17. "**Religious Accommodation Policy**" shall mean the MTA's
14 written policy to be created pursuant to section 4.5 below.

15 4.1.18. "**Religious Holiday**" shall mean a particular day of the year
16 that a Bus Operator's Religious Obligations would preclude him/her from working.

17 4.1.19. "**Religious Unpaid Leave Status**" shall mean a period of time
18 during which a bus operator shall not work for the MTA, and shall not be paid by
19 the MTA, because no Suitable Assignment is available. Religious Unpaid Leave
20 Status is governed by the criteria set forth below in section 4.3.

21 4.1.20. "**Sabbath**" shall mean a period of rest, occurring weekly,
22 during which a Bus Operator's Religious Obligations preclude him/her from
23 working.

24 4.1.21. "**Shake-up**" shall mean the reallocation of all bus operator
25 assignments, on a seniority basis, which currently occurs at least twice a year.

26 4.1.22. "**Suitable Assignment**" shall mean a work schedule
27 (specifying the days of the week to be worked, the sign-on and sign-off times, and
28 the location) that a Bus Operator would not be precluded from working by his/her

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1 Religious Obligations, and that is in compliance with the criteria set forth below in
2 section 4.2.

3 4.1.23. "UTU" shall mean the United Transportation Union and its
4 officers, directors, employees, agents and affiliates. The UTU is one of the
5 Defendants in this matter.

6 4.1.24. "Weekly Bidding Right" shall mean the collectively
7 bargained right, such as that currently possessed by Part-Time Bus Operators, to bid
8 weekly for assignments assigned to newly transferred or promoted bus operators of
9 the same classification.

10 **4.2. Suitable Assignments**

11 4.2.1. What makes an assignment a "Suitable Assignment" will likely
12 vary from employee to employee based upon the employee's specific Religious
13 Obligations, but religious accommodations involving scheduling need only be made
14 where the employee's Religious Obligations preclude the employee from working a
15 particular period of time or preclude the employee from working a particular period
16 of time unless required as the result of unforeseeable circumstances. The MTA
17 shall not be required to accommodate religious preferences, such as, for example, a
18 preference not to work on Christmas, or not to work Sunday mornings.

19 4.2.2. Which assignments are Suitable Assignments for a particular
20 bus operator depend upon factors such as, for example, whether or not that bus
21 operator's Religious Obligations require him/her to be home before the Sabbath
22 begins and whether or not that bus operator's Religious Obligations permit him/her
23 to continue working into the Sabbath if required by unforeseeable circumstances,
24 such as, for example, excessive traffic conditions, his/her relief operator failing to
25 show up on time, or an accident or mechanical breakdown involving his/her bus.

26 4.2.2.1. If a bus operator's Religious Obligations require
27 him/her to be home before the Sabbath begins, that will require an earlier ending
28 time than if the bus operator need only not be working by the beginning of the

1 Sabbath.

2 4.2.2.2. If a bus operator's Religious Obligations prevent
3 him/her from working into the Sabbath even if required as a result of unforeseeable
4 circumstances, an assignment will only be considered a Suitable Assignment for
5 that bus operator if it is scheduled to end early enough to account for such
6 unforeseeable circumstances, providing a margin of safety of at least three hours.
7 For example, if a bus operator's Religious Obligations would permit him/her to
8 work until 4:00 p.m. on Fridays, but would not allow exceptions for unforeseeable
9 circumstances, no assignment ending later than 1:00 p.m. would be a Suitable
10 Assignment for that bus operator.

11 4.2.3. Although Sabbath times may change throughout the year (based
12 upon time of sundown), an assignment is only a Suitable Assignment if it will
13 remain a Suitable Assignment for the entire period of time for which the assignment
14 is expected to last (for example, the six-month period between Shake-Ups). The
15 MTA shall not be required to change the normal duration of any assignment to
16 create a Suitable Assignment.

17 4.2.4. If the MTA has an open, otherwise Suitable Assignment that the
18 MTA does not, in good faith, intend to fill at that time for legitimate business
19 reasons, the MTA shall not be required to make that assignment available in order
20 to accommodate an employee's Religious Obligations.

21 4.2.5 The occurrence of a Religious Holiday or Holidays during the
22 effective period of a work assignment (i.e., from the effective date of one Shake-Up
23 to the effective date of the next Shake-Up) will not deem an otherwise Suitable
24 Assignment unsuitable.

25 **4.3. Religious Unpaid Leave Status**

26 4.3.1. Throughout this Settlement Agreement there are circumstances
27 defined under which a bus operator may be allowed or required to go on Religious
28 Unpaid Leave Status because no Suitable Assignment is available. Religious

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1 Unpaid Leave Status shall be governed by the following provisions.

2 4.3.2. Unless expressly stated to the contrary elsewhere in this
3 Settlement Agreement, the maximum duration of any one instance of Religious
4 Unpaid Leave Status shall be 30 calendar days, after which Religious Unpaid Leave
5 Status shall expire. In addition, Religious Unpaid Leave Status shall be limited to a
6 cumulative total of 60 calendar days in any 365-day period, after which Religious
7 Unpaid Leave Status shall expire.

8 4.3.2.1. If a bus operator's Religious Unpaid Leave Status
9 expires with no Suitable Assignment available, the MTA may, but is not required to,
10 terminate the bus operator's employment, with the bus operator not eligible for
11 rehire.

12 4.3.3. A bus operator shall be permitted to go on Religious Unpaid
13 Leave Status no more than three times in any 365-day period.

14 4.3.3.1. If a bus operator who has already been on Religious
15 Unpaid Leave Status three times in a 365-day period fails to work his/her assigned
16 shift notwithstanding any conflict with his/her Religious Obligations, the MTA may,
17 but is not required to, terminate the bus operator's employment, with the bus
18 operator not eligible for rehire.

19 4.3.4. The MTA may require a bus operator on Religious Unpaid
20 Leave Status for more than 21 consecutive calendar days to undergo refresher
21 training before returning to work.

22 4.3.5. A bus operator on Religious Unpaid Leave Status who received
23 health benefits prior to going on Religious Unpaid Leave Status shall continue to
24 receive such health benefits while on Religious Unpaid Leave Status; however, said
25 bus operator shall be required to pay the pro rata portion of the MTA's monthly
26 cost of such benefits (based upon the fraction of the month spent on Religious
27 Unpaid Leave Status), in addition to the bus operator's own monthly contribution
28 (if any).

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1 4.3.5.1. The bus operator shall be required to execute a payroll
2 deduction authorization allowing the MTA to deduct such amounts from the bus
3 operator's paychecks.

4 4.3.6. Bus operators on Religious Unpaid Leave Status shall not be
5 entitled to receive any benefits (other than health benefits as provided above in
6 section 4.3.5), and the MTA shall not be required to pay any amount (other than the
7 amounts for health insurance to be collected by the MTA from the bus operator as
8 provided above in sections 4.3.5 and 4.3.5.1) for any benefits for a bus operator on
9 Religious Unpaid Leave Status.

10 4.3.7. Seniority shall continue to accrue for a bus operator on
11 Religious Unpaid Leave Status.

12 4.3.7.1 Time on Religious Unpaid Leave Status shall not count
13 towards the completion of the bus operator's probationary period.

14 4.3.7.1.1. The fact that a probationary bus operator was
15 on Religious Unpaid Leave Status, or received any other religious accommodation,
16 shall not be held against that operator by the MTA in determining whether that
17 operator successfully completed his/her probationary period.

18 4.3.7.2 Time on Religious Unpaid Leave Status shall not count
19 as time worked under the CBA for purposes of calculating entitlement to personal
20 time off (PTO).

21 4.3.7.3. Religious Unpaid Leave Status shall be treated like
22 other non-military leaves of absence for purposes of calculating service time
23 towards pension entitlement under the CBA and the pension plan for Full-Time Bus
24 Operators.

25 4.3.7.3.1. Full-Time Bus Operators on Religious Unpaid
26 Leave Status shall be required to pay their pension plan contributions monthly to
27 the MTA in accordance with the pension plan.

28 4.3.8. If a bus operator is otherwise entitled to use vacation or other

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1 paid time off pursuant to the conditions contained in the CBA, he/she shall be
2 allowed to use such vacation or other paid time off before going on Religious
3 Unpaid Leave Status. The use of vacation or other paid time off shall not count
4 toward the limits on Religious Unpaid Leave Status set forth above in sections 4.3.2
5 and 4.3.3. If the use of vacation or other paid time off is subject to seniority
6 bidding at the bus operator's division, the bus operator shall only be permitted to
7 use such vacation or other paid time off before going on Religious Unpaid Leave
8 Status if that bus operator successfully bids by seniority for such use.

9 **4.4. Undue Hardship**

10 4.4.1. The MTA has represented to the United States that the CBA
11 requires that any vacancy resulting from a bus operator taking leave can only be
12 filled by a Full-Time Bus Operator. If the number of bus operators within a
13 classification concurrently on Religious Unpaid Leave Status reaches 4 bus operator
14 trainees, 4 BDOF Bus Operators, 7 Part-Time Bus Operators, or 13 Full-Time Bus
15 Operators, the MTA may, but will not be required to, permit another trainee or bus
16 operator within that classification to be placed on Religious Unpaid Leave Status.
17 If, in such a situation, the MTA does not permit another trainee or bus operator of
18 the same classification to go on Religious Unpaid Leave Status, the MTA may, but
19 is not required to, terminate any trainee or bus operator requiring such leave unless
20 such trainee or operator agrees to work his/her assigned work assignment
21 notwithstanding any conflict with his/her Religious Obligations. Bus operator
22 trainees or bus operators so terminated shall not be eligible for rehire.

23 4.4.1.1. In addition to the limits specified above in section 4.4.1,
24 the maximum number of bus operators at any one division that the MTA shall be
25 required to maintain on Religious Unpaid Leave Status at any one time is six.
26 Accordingly, if a seventh bus operator at any one division were to require Religious
27 Unpaid Leave Status, the MTA may, but is not required to, allow that bus operator
28 to go on Religious Unpaid Leave Status. If, in such a situation, the MTA does not

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1 permit that bus operator to go on Religious Unpaid Leave Status, the MTA may, but
2 is not required to, terminate that bus operator unless such operator agrees to work
3 his/her assigned work assignment notwithstanding any conflict with his/her
4 Religious Obligations. Bus operators so terminated shall not be eligible for rehire.

5 4.4.1.2. If more than one trainee or bus operator requires being
6 placed on Religious Unpaid Leave Status on the same day, seniority shall govern
7 the order in which such trainees or bus operators shall be placed on Religious
8 Unpaid Leave Status.

9 **4.5. Religious Accommodation Policy**

10 4.5.1. No later than ninety (90) days after the Effective Date, the MTA
11 shall create, adopt, and provide to the United States, a written Religious
12 Accommodation Policy that shall set forth in plain language the specific rights and
13 obligations of the MTA and its bus operator employees and applicants and the
14 procedures to be used in asserting those rights and obligations, as those rights,
15 obligations and procedures are defined by this Settlement Agreement. The
16 Religious Accommodation Policy shall include a prohibition of unlawful
17 discrimination on the basis of religion. The Religious Accommodation Policy shall
18 also identify by name and provide contact information for the designated member
19 of MTA management whose responsibilities are set forth in section 4.5.2.

20 4.5.2. The MTA shall designate a member of management who is
21 responsible for enforcing the provisions of this Settlement Agreement. This
22 person's responsibilities shall include, but are not limited to:

23 4.5.2.1. ensuring that all paragraphs of this Settlement
24 Agreement are fully implemented and complied with;

25 4.5.2.2 overseeing the receiving and investigating of complaints
26 of discrimination in employment with respect to bus operators (including being
27 denied employment as a bus operator) on the basis of religion;

28 4.5.2.3 overseeing the preparing of a report of the outcome of

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1 each investigation of alleged discrimination in employment with respect to bus
2 operators (including being denied employment as a bus operator) on the basis of
3 religion; and

4 4.5.2.4 distributing information concerning the MTA's
5 Religious Accommodation Policy to bus operators or other individuals upon
6 request.

7 4.5.3. Within ten (10) days from the date on which the MTA adopts
8 the Religious Accommodation Policy as set forth in section 4.5, the MTA shall post
9 notices stating that anyone desiring more information about the MTA's Religious
10 Accommodation Policy or a copy of the MTA's Religious Accommodation Policy
11 may contact the designee indicated in section 4.5.1 and 4.5.2. This posting shall
12 also include the designee's name, phone number, and a location to obtain a copy of
13 the policy. These notices shall be posted at all locations where equal employment
14 opportunity information is posted for bus operator applicants, bus operator
15 trainees, and bus operators, and on the MTA intranet websites used for posting
16 notices or policy changes for or concerning any of the MTA's bus operator
17 divisions, Operations Central Instruction, and the Human Resources/EEO
18 department.

19 **4.6. Hiring**

20 4.6.1. The MTA shall modify its job marketing materials, job bulletins
21 and job descriptions for bus operators and its appraisal interviews of bus operator
22 applicants, to reflect that the MTA operates bus service 24 hours a day, seven days a
23 week, 365 days a year, out of eleven bus divisions, and that bus operator
24 assignments, including days off and start and stop times are governed by seniority
25 pursuant to a collective bargaining agreement. The MTA's job marketing materials,
26 job bulletins, job descriptions and employment application for bus operators shall
27 state that the MTA is an equal opportunity employer, and does not discriminate on
28 the basis of race, color, creed, national origin, gender, marital status, sexual

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1 orientation, religion, age, veteran status, or disability. The materials shall state that
2 more information may be obtained about the MTA's Religious Accommodation
3 Policy by contacting the [name of designee required by section 4.5.2] at [phone
4 number of designee]. The modifications specified in this section (4.6.1) shall be
5 completed no later than ninety (90) days after the Effective Date. A copy of the
6 modified materials shall be sent to the United States no later than one hundred (100)
7 days after the Effective Date.

8 4.6.2. No later than ninety (90) days after the Effective Date, the MTA
9 shall modify its employment application for bus operators to include a place for
10 applicants who are not available to work any shift, on any day of the week, whether
11 weekday or weekend, to state the reason for their unavailability. A copy of the
12 modified application shall be provided to the United States no later than one
13 hundred (100) days after the Effective Date. If an applicant indicates on his/her
14 application, or otherwise informs the MTA, that his/her unavailability is compelled
15 by his/her Religious Obligations, the MTA shall provide the applicant with a copy
16 of the MTA's Religious Accommodation Policy, and shall allow the applicant to
17 decide whether or not to continue in the hiring process subject to that Policy.

18 4.6.3. When a bus operator applicant informs the MTA during his/her
19 appraisal interview or at any other time during the hiring process that the applicant
20 is not available to work any shift, on any day of the week whether weekday or
21 weekend, and that such unavailability is compelled by his/her Religious
22 Obligations, the MTA shall provide the applicant with a copy of the MTA's
23 Religious Accommodation Policy, and shall allow the applicant to decide whether
24 or not to continue in the hiring process subject to that Policy.

25 4.6.4. The MTA shall, in good faith and pursuant to the terms set forth
26 in its Religious Accommodation Policy and this Settlement Agreement,
27 accommodate the Religious Obligations of any bus operator applicant and/or bus
28 operator on a "first-come, first-serve" basis and as bus operator personnel demands

1 allow. Bus operator applicants and bus operators requesting accommodation due to
2 an inability to work specified periods of time (such as, for example, sundown
3 Friday through sundown Saturday, and/or on Religious Holidays) compelled by
4 their Religious Obligations shall be informed by the MTA that bus operator
5 assignments after the initial assignment are determined based upon seniority as
6 defined by the CBA, and that because bus operators bid for assignments by
7 seniority, the MTA cannot guarantee any bus operator a Suitable Assignment, nor
8 can it guarantee that a bus operator will not receive an unsuitable assignment (i.e.,
9 one that conflicts with the bus operator's Religious Obligations). Such bus
10 operator applicants and bus operators shall be informed that they must accept the
11 assignment that their seniority affords them through the bidding process or go on
12 Religious Unpaid Leave Status until a Suitable Assignment is available as set forth
13 in more detail herein.

14 4.6.5. The MTA may require a bus operator applicant to inform the
15 MTA as soon as possible during the application or interview process of the need for
16 a religious accommodation and to specifically define and document all of his/her
17 Religious Obligations that might affect his/her employment, so that he/she avoids or
18 minimizes scheduling conflicts.

19 4.6.6. The MTA may require a bus operator applicant or bus operator
20 requesting a religious accommodation to complete a form, attached hereto as
21 Appendix A, specifically defining the manner in which his/her Religious
22 Obligations might conflict with a bus operator's work requirements. In the case of
23 a Sabbatarian, for example, the bus operator applicant or bus operator shall state the
24 specific day(s) and time(s) he or she is precluded from working by reason of
25 his/her Religious Obligations, as well as whether his/her Religious Obligations
26 would allow him/her to continue working past the beginning of the Sabbath under a
27 variety of circumstances the particular occurrences of which are unforeseeable
28 (such as, for example, excessive traffic conditions, his/her relief operator failing to

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1 show up on time, or an accident or mechanical breakdown involving his/her bus).
2 The MTA shall not be required to accommodate a bus operator applicant or bus
3 operator who fails or refuses to fully complete and sign this form as required by
4 sections 4.6.5 and 4.6.6. Should the MTA find it necessary to modify the form
5 attached hereto as Appendix A, it shall notify the United States in writing of its
6 proposed changes. The United States shall have ten (10) days to object to the
7 proposed changes, in which case the parties will attempt to informally reach a
8 resolution. If no such resolution can be reached, the parties will proceed according
9 to section 4.17.1. Any modification shall be consistent with the requirements and
10 intent of this Settlement Agreement.

11 **4.7. OCI Training**

12 4.7.1 A bus operator trainee currently undergoes OCI training Monday
13 through Friday, for four weeks, except when there is a legal holiday during the four
14 week period; then, the holiday class is rescheduled to the weekend. Bus operator
15 applicants whose Religious Obligations prevent them from working on a weekend
16 day shall be scheduled into a training class not containing a holiday during the
17 training class. Additionally, an applicant who has notified the MTA of a Religious
18 Holiday that would fall during the training class and that would accordingly
19 preclude the applicant from working that day, similarly shall initially be scheduled
20 into a later class not containing such a Religious Holiday. If unforeseen
21 circumstances occur that otherwise necessitate a weekend class that the applicant's
22 Religious Obligations preclude him/her from attending, the applicant shall be placed
23 on Religious Unpaid Leave Status for one week, resume training on the same day in
24 the following week's class, and not be charged with an incident of absence or a
25 missout.

26 **4.8. Mentor Training**

27 4.8.1 After successfully completing OCI training, a bus operator
28 trainee undergoes mentor training at an MTA division, currently consisting of the

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1 trainee obtaining two weeks of actual, revenue service (passenger carrying), bus
2 driving experience by being paired with a qualified mentor operator and working
3 the mentor's work assignment with the mentor. The MTA shall make good faith
4 best efforts to assign a bus operator trainee whose Religious Obligations preclude
5 him/her from working a particular period of time to an available mentor with a
6 Suitable Assignment. As a result, such trainee may be assigned for mentor training
7 to a division further from the trainee's home than would otherwise be the case.

8 4.8.2. If no mentor with a Suitable Assignment is available, the bus
9 operator trainee shall be placed on Religious Unpaid Leave Status, for a maximum
10 of three weeks, until a mentor with a Suitable Assignment is available. If no such
11 mentor is available within three weeks, the bus operator trainee shall be required to
12 repeat the four week OCI training.

13 4.8.2.1. A bus operator trainee shall be permitted to repeat the
14 four week OCI training only once. If no mentor with a Suitable Assignment is
15 available when the bus operator trainee completes his/her second OCI training, the
16 trainee shall again be placed on Religious Unpaid Leave Status for a maximum
17 period of three weeks. If no mentor with a Suitable Assignment is available within
18 this second three week period, the MTA shall be entitled to terminate the bus
19 operator trainee who shall not be eligible for rehire.

20 4.8.3. The MTA shall be under no obligation to adjust any mentor's
21 assignment to accommodate a bus operator trainee's Religious Obligations.

22 **4.9. Initial BDOF Assignment**

23 4.9.1. The MTA shall make good faith best efforts to assign a new
24 BDOF Bus Operator whose Religious Obligations preclude him/her from working a
25 particular period of time to a division where a BDOF Suitable Assignment is
26 available, and the operator shall be assigned to such an assignment, if there is such
27 a division. As a result, such an operator may be assigned to a division further from
28 his/her home than would otherwise be the case.

1 4.9.2. If no BDOF Suitable Assignment exists at any division, then the
2 BDOF Bus Operator shall be placed on Religious Unpaid Leave Status until a
3 BDOF Suitable Assignment becomes available (subject to the durational limitations
4 stated above in section 4.3).

5 4.9.3. The MTA shall not be required to create a Suitable Assignment
6 in order to accommodate an employee.

7 4.9.4. If, in the future, the UTU seeks and successfully acquires
8 Weekly Bidding Rights for BDOF Bus Operators as are currently possessed by Part-
9 Time Bus Operators, BDOF Bus Operators may be displaced from their initial or
10 subsequently assigned Suitable Assignment by exercise of Weekly Bidding Rights.
11 In such cases, BDOF Bus Operators may be required to go on Religious Unpaid
12 Leave Status if they do not have the seniority to obtain another BDOF Suitable
13 Assignment at that division and if no Hardship Transfer to a division having a
14 BDOF Suitable Assignment is available pursuant to the conditions stated below in
15 section 4.10.

16 **4.10. Shake-Ups and Hardship Transfers**

17 4.10.1. Bus operators whose Religious Obligations preclude them
18 from working a particular period of time shall bid at Shake-Ups, with all other bus
19 operators in the operator's division, in seniority order, for a Suitable Assignment.
20 If such operator's seniority is such that he/she is unable to obtain a Suitable
21 Assignment during the Shake-Up, he/she shall seek a Hardship Transfer to another
22 division where a Suitable Shift is or becomes available. If a Suitable Assignment
23 has not been obtained when the Shake-Up takes effect, and the bus operator does
24 not agree to work his/her assignment notwithstanding any conflict with his/her
25 Religious Obligations, the bus operator shall go on Religious Unpaid Leave Status
26 or, if allowed pursuant to section 4.3.8, use vacation or other paid time off, until a
27 Suitable Assignment becomes available at the operator's division or such Hardship
28 Transfer is granted.

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1 4.10.1.1. Although bus operators seeking a Hardship Transfer
2 generally have to specify a particular division to which they request a transfer, bus
3 operators seeking a Hardship Transfer based upon Religious Obligations shall not
4 be required to so specify; rather, such bus operators shall be permitted to request a
5 Hardship Transfer to any division where a Suitable Assignment is or becomes
6 available.

7 4.10.1.2. Other than as specified above in section 4.10.1.1,
8 Hardship Transfers shall be governed by the existing rules; that is, Hardship
9 Transfer requests of Equalized employees shall continue to be granted first and
10 according to seniority, and seniority and the MTA's bus operator personnel needs
11 shall continue to govern which other Hardship Transfers are granted. Operators
12 seeking a Hardship Transfer based upon Religious Obligations shall not be given
13 priority beyond their seniority over any other Bus Operators seeking Hardship
14 Transfers.

15 **4.11. Part-Time Bus Operators and Full-Time Bus Operators**

16 4.11.1. Part-Time Bus Operators have the collectively bargained right
17 to bid weekly for assignments assigned to newly transferred or promoted Part-Time
18 Bus Operators. Similar to Shake-Ups, if a Part-Time Bus Operator whose Religious
19 Obligations preclude him/her from working a particular period of time is displaced
20 from a Suitable Assignment by a more senior Part-Time Bus Operator, the MTA
21 may require him/her to obtain another Suitable Assignment that his/her own
22 seniority allows him/her to obtain, if there are any, or if there are not, he/she shall
23 seek a Hardship Transfer to another division having a Suitable Assignment. If a
24 new Suitable Assignment has not been obtained by the date the displacement
25 becomes effective, and the bus operator does not agree to work his/her assignment
26 notwithstanding any conflict with his/her Religious Obligations, the bus operator
27 shall go on Religious Unpaid Leave Status, or if allowed pursuant to section 4.3.8,
28 use vacation or other paid time off, until a Suitable Assignment becomes available

1 at the operator's division or such Hardship Transfer is granted.

2 4.11.2. The MTA shall explain to BDOF Bus Operators whose
3 Religious Obligations preclude them from working a particular period of time and
4 who are considering promotion to Part-Time Bus Operator that Part-Time Bus
5 Operators are subject to this weekly bidding system, so that they can make an
6 informed decision whether to promote to Part-Time Bus Operator status or remain
7 a BDOF Bus Operator.

8 4.11.3. Similarly, the MTA shall explain to Part-Time Operators
9 whose Religious Obligations preclude them from working a particular period of
10 time and who are considering promotion to Full-Time Bus Operator that some
11 aspects of Full-Time Bus Operator status may interfere with their Religious
12 Obligations.

13 4.11.3.1. Specifically, such Part-Time Bus Operators shall be
14 informed that: (1) all new Full-Time Bus Operators must work the extra board until
15 they earn sufficient Full-Time seniority to bid a regular assignment; (2) extra board
16 operators bid for their days off based upon seniority; and (3) it is very unlikely that
17 low-seniority extra board operators will be able to obtain either Friday or Saturday
18 off.

19 **4.12 Voluntary Exchange of Regular Assignments**

20 4.12.1. Consistent with the Collective Bargaining Agreement, a Full-
21 Time Bus Operator who is not able to obtain a shift that does not conflict with his
22 or her Religious Obligations may seek to exchange his or her regular assignment
23 with another willing operator of the same classification at the same division. Such
24 exchanges are subject to the approval of the appropriate Location Manager or
25 designee and the Local Chairman, whose approval will not be unreasonably
26 withheld.

27 **4.13. Religious Holidays**

28 4.13.1. In addition to listing on the form required by section 4.6.6 the

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1 Religious Holidays their Religious Obligations preclude them from working, bus
2 operators with such needs shall be expected to remind their Division Transportation
3 Manager or Assistant Transportation Manager, in writing, approximately 30 days in
4 advance of each upcoming Religious Holiday so that a reasonable accommodation
5 can be attempted that does not impact the MTA's service requirements, violate the
6 CBA, or otherwise cause undue hardship to the MTA. If the bus operator fails to
7 give this written reminder, the MTA need not accommodate the bus operator's
8 Religious Holiday.

9 4.13.2. Bus operators shall be expected to fully cooperate with the
10 MTA in avoiding or minimizing any disruption caused by the Religious Holiday,
11 including, upon request by the MTA, the operator diligently requesting other
12 operators of the same classification to voluntarily swap assignments for the day,
13 and the operator agreeing to accept any other assignment offered to him/her (so
14 long as the replacement assignment would not violate the operator's Religious
15 Obligations or the terms of the CBA). If the bus operator fails to so cooperate, the
16 MTA need not accommodate the bus operator's Religious Holiday.

17 4.13.2.1. The bus operator may also elect, or be required by the
18 MTA, to use any vacation or other paid time off the operator is otherwise entitled to
19 for the Religious Holiday consistent with the requirements of the CBA. If the use
20 of vacation or other paid time off is subject to seniority bidding at the Bus
21 Operator's division, the bus operator shall only be permitted to use such vacation
22 or other paid time off if that bus operator successfully bids by seniority for such
23 use.

24 4.13.3. If the operator is unable to arrange a voluntary swap for the
25 Religious Holiday, or to use vacation or other paid time off as described in section
26 4.13.2.1, and the MTA's bus operator personnel needs are such that no alternative
27 bus operator of the same classification is available at the division to work on a non-
28 overtime basis, the bus operator will be charged pursuant to the attendance and

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1 missout policies of the CBA (or the MOU for probationary employees) with an
2 absence or missout if he/she fails to work his/her assigned assignment
3 notwithstanding the Religious Holiday.

4 **4.14. Relief for Henry Asher**

5 4.14.1. By his and his wife's execution of the notarized general release
6 attached hereto as Appendix B, Henry Asher is accepting, subject only to approval
7 and entry of this Settlement Agreement by the Court, the following relief being
8 offered him by the MTA:

9 4.14.1.1. Within twenty-five (25) days of the Effective Date, the
10 MTA shall deliver to Asher a check made payable to Asher in the amount of
11 \$25,000. The parties and Asher agree that this payment is not for backpay, and is
12 for his alleged emotional distress.

13 4.14.1.1.1. Asher shall be solely responsible for any and
14 all federal, state, or other taxes due as a result of the payment made pursuant to
15 section 4.14.1.1. The MTA shall not withhold any taxes from this payment, but
16 shall issue Asher the appropriate tax form to reflect the payment.

17 4.14.1.2. Asher has informed the undersigned counsel for the
18 United States that he no longer desires a position as a BDOF Bus Operator with the
19 MTA. Accordingly, the MTA is not required to offer Asher reinstatement relief.

20 **4.15. Training**

21 4.15.1. Within one hundred eighty (180) days from the Effective Date,
22 the MTA shall have completed training, of those individuals described in section
23 4.15.1.1, regarding Title VII's prohibitions against religious discrimination and the
24 religious accommodations set forth in this Settlement Agreement. This training
25 shall include giving each person trained a copy of the MTA's Religious
26 Accommodation Policy created pursuant to section 4.5.

27 4.15.1.1. The training required by the foregoing section (4.15.1)
28 shall be provided to:

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1 4.15.1.1.1. all MTA Human Resources supervisors and
2 managers, and all MTA Human Resources personnel who regularly speak, or are
3 otherwise in contact, with bus operator applicants as part of the MTA's bus
4 operator recruitment and hiring process;

5 4.15.1.1.2. all MTA personnel who interview bus
6 operator applicants as part of the MTA's bus operator recruitment and hiring
7 process;

8 4.15.1.1.3. the designated member of MTA management
9 identified in the MTA's Religious Accommodation Policy as a contact person
10 regarding religious accommodation issues as specified above in section 4.5.1 and
11 4.5.2;

12 4.15.1.1.4. the Manager and Assistant Manager of OCI;

13 4.15.1.1.5. all OCI Instructors; and

14 4.15.1.1.6 the Division Transportation Manager and
15 Assistant Transportation Managers at each MTA bus division.

16 4.15.2. Within thirty (30) days following the completion of the above-
17 specified training, the MTA shall provide Plaintiff's Attorneys with written
18 verification that the training has been completed and that all employees specified in
19 section 4.15.1.1 (and its subsections) have received the training.

20 4.15.3 The MTA shall bear the cost of the training required in section
21 4.15.

22 **4.16. Oversight**

23 4.16.1. Commencing with the first Calendar-Year Quarter that begins
24 following the Effective Date, and continuing thereafter for the duration hereof, the
25 MTA shall prepare and provide to Plaintiff's Attorneys no later than the fortieth
26 (40th) day of the next Calendar-Year Quarter, quarterly written reports setting forth
27 for the Calendar-Year Quarter, the following information:

28 4.16.1.1. A list (with no identifying information of individuals)

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1 specifying: (i) all bus operator applicants who marked their applications to indicate
2 that they are not available to work any shift, on any day of the week, whether
3 weekday or weekend who inform the MTA that their unavailability is compelled by
4 their Religious Obligations; (ii) whether such bus operator applicants chose to
5 continue in the hiring process subject to the MTA's Religious Accommodation
6 Policy; (iii) whether such applicants were denied employment with the MTA; and
7 (iv) the reason for any such denial.

8 4.16.1.2. A list (with no identifying information of individuals)
9 specifying: (i) all bus operator applicants who inform the MTA during their
10 appraisal interview or at any other time during the hiring process that the applicant
11 is not available to work any shift, on any day of the week, whether weekday or
12 weekend, because of the applicant's Religious Obligations; and (ii) whether such
13 bus operator applicants chose to continue in the hiring process subject to the MTA's
14 Religious Accommodation Policy; (iii) whether such applicants were denied
15 employment with the MTA; and (iv) the reason for any such denials.

16 4.16.1.3. A list (with no identifying information of individuals
17 other than badge number of bus operators) specifying: (i) all bus operator
18 applicants or employees submitting a religious accommodation request form
19 pursuant to section 4.6.6; and (ii) for each such bus operator applicant or employee:
20 (a) the accommodation requested and the asserted reason therefor; (b) the
21 accommodation granted, if any; and (c) if the accommodation was denied, the
22 reason for any such denial.

23 4.16.1.4 A report of each dispute described in section 4.17.2.3,
24 including a description of the nature of the dispute, the attempted resolution, and
25 any decision of the Executive Officer of the Employee and Labor Relations
26 Department.

27 4.16.1.5. Upon fifteen (15) days notice to the MTA and upon
28 good cause shown, the United States may inspect the bus operator applications or

1 the religious accommodation requests indicated in sections 4.16.1.1 - 4.16.1.3. The
2 United States and the MTA will enter into a privacy agreement to protect the
3 confidential information of the applicants or employees.

4 4.16.2. The MTA shall retain copies of the following documents
5 during the term of this Settlement Agreement, and during that time shall make such
6 documents available to Plaintiff for inspection and copying (at Plaintiff's expense)
7 upon thirty (30) days written notice by Plaintiff's Attorneys to the MTA, without
8 further order of this Court:

9 4.16.2.1. The MTA's Religious Accommodation Policy, created
10 pursuant to section 4.5, including any revisions thereto; and

11 4.16.2.2. The MTA's job marketing materials, job bulletins, job
12 descriptions, blank appraisal interview forms and blank applications for bus
13 operators, modified pursuant to sections 4.6.1 and 4.6.2, including any revisions
14 thereto.

15 4.16.2.3 Should the MTA revise the Religious Accommodation
16 Policy or revise any of the modifications required by section 4.6.1 or 4.6.2 on any
17 of the materials referenced in section 4.16.2.2, a copy of such revisions shall be sent
18 to the United States within ten (10) days of their effective date.

19 **4.17. Dispute Resolution**

20 4.17.1 Dispute Resolution Between the Parties. Any Dispute that
21 arises between any of the Defendants and Plaintiff or between Defendants shall be
22 resolved as set forth in this section (4.17.1 and its subsections). Should any such
23 party assert any Dispute, that party shall notify counsel for the other parties, in
24 writing, by facsimile, hand delivery, or U.S. Mail. The parties to the Dispute shall
25 then endeavor in good faith to resolve the reported Dispute informally. If the
26 parties to the Dispute have not reached a mutually satisfactory resolution of the
27 Dispute within thirty (30) calendar days after notification, then any such party may
28 initiate the following dispute resolution process:

1 4.17.1.1. Any Dispute that cannot be settled through the above
2 informal direct discussions shall be submitted to mediation.

3 4.17.1.2. Any party to a Dispute may demand mediation by
4 serving a written notice of such demand. Following such notice, the parties to the
5 Dispute shall seek to agree, within fourteen (14) days, upon a mediator for such
6 Dispute. If the parties fail to agree upon a mediator within fourteen (14) days, the
7 mediator shall be selected as provided in section 4.17.1.3.

8 4.17.1.3. If the parties to the Dispute cannot agree upon a
9 mediator, these parties shall have JAMS/Endispute (hereinafter "JAMS"), in each
10 case, compose and provide to the parties a list of at least ten candidates, all of
11 whom shall be members of the State Bar of California. If the parties cannot agree
12 on a mediator from this list within 10 days of receipt, each party may strike up to
13 three candidates from the list, all such striking to be done and communicated *ex*
14 *parte* to JAMS, within fifteen (15) days of receipt of the list. The parties shall then
15 have JAMS select the mediator from the candidates remaining on the list.

16 4.17.1.4. Each mediation shall be conducted within Los Angeles
17 County.

18 4.17.1.5. All costs for a mediator shall be split pro rata between
19 the parties to the Dispute.

20 4.17.1.6. If the mediation is unsuccessful, any party to the
21 Dispute may file an appropriate motion with the trial court in this case to adjudicate
22 the Dispute.

23 4.17.2 Dispute Resolution Between the MTA and its Bus Operator
24 Applicants or Employees. Should any Dispute arise between the MTA and its Bus
25 Operator applicants or employees regarding the operation of the Settlement
26 Agreement, the MTA shall attempt to resolve such Dispute by means of the
27 following process:

28 4.17.2.1. The member of MTA management identified in the

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1 MTA's Religious Accommodation Policy as a contact person regarding religious
2 accommodation issues as specified above in section 4.5.1 and 4.5.2, shall, within
3 ten (10) days of learning of the existence of the Dispute, endeavor in good faith to
4 resolve the reported Dispute informally.

5 4.17.2.2. If the Dispute is not resolved by the process specified
6 above in section 4.17.2.1, the bus operator applicant or bus operator may appeal the
7 matter to the MTA's Executive Officer of the Employee and Labor Relations
8 Department within ten (10) days of the decision resulting from section 4.17.2.1.
9 The Executive Officer of the Employee and Labor Relations Department's
10 determination shall be final, subject to section 4.17.2.4.

11 4.17.2.3 A report of each such Dispute, including a description
12 of the nature of the Dispute, the attempted resolution, and the decision of the
13 Executive Officer of the Employee and Labor Relations Department shall be
14 included in the MTA's quarterly reports to the United States described in section
15 4.16.

16 4.17.2.4 Nothing in section 4.17.2 or any other section of this
17 Settlement Agreement in any way limits the rights of any applicant or bus operator
18 who believes he or she has been subject to discrimination in violation of Title VII
19 of the Civil Rights Act of 1964 to file a complaint with the Equal Employment
20 Opportunity Commission or the California Department of Fair Employment and
21 Housing.

22 **4.18. Other Matters**

23 4.18.1. Construction of Settlement Agreement.

24 4.18.1.1 The inclusion of obligations or requirements in this
25 Settlement Agreement shall not be construed as a concession or admission by
26 Defendants, or either of them, or a finding by the Court, that, absent this Settlement
27 Agreement, Defendants would otherwise have such obligations or requirements.

28 4.18.1.2. To the extent that any provision in this Settlement

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1 Agreement is inconsistent with the CBA, the parties agree that such provision is not
2 precedent for any context other than the reasonable accommodation of the bus
3 operator's Religious Obligations.

4 4.18.1.3. Nothing in this Settlement Agreement shall be
5 construed in any way whatsoever as requiring the MTA to hire or retain
6 unnecessary personnel or to hire a bus operator applicant or retain a bus operator
7 who does not comply with the MTA's disciplinary rules or meet the MTA's lawful
8 job requirements (as modified by this Settlement Agreement with respect to
9 religious accommodation).

10 4.18.1.4. Wherever in this Settlement Agreement Defendants, or
11 either of them, are required to provide notice, reports, or other documents or
12 materials ("Material") to "Plaintiff's Attorneys" or to the "United States," it shall be
13 sufficient for Defendants to provide such Material solely to the Chief of the
14 Employment Litigation Section, Civil Rights Division, United States Department of
15 Justice, PHB 4040, 950 Pennsylvania Avenue, NW, Washington, D.C. 20530.

16 Wherever in this Settlement Agreement "Plaintiff's Attorneys" are required to
17 provide Material to Defendants or either of them, it shall be sufficient for Plaintiff's
18 Attorneys to provide such Material, in the case of the MTA, to Mary Reyna of the
19 County Counsel's Office (or to a successor designated by an attorney of the County
20 Counsel's Office, in a writing delivered to Plaintiff's Attorneys) with a copy to Ira
21 Weinreb of Parker, Milliken, Clark, O'Hara & Samuelian (or to a successor
22 designated by an attorney of Parker, Milliken, Clark, O'Hara & Samuelian or of the
23 County Counsel's Office, in a writing delivered to Plaintiff's Attorneys), and, in the
24 case of the UTU, to Lawrence Drasin of Lawrence Drasin and Associates (or to a
25 successor designated by the UTU, in a writing delivered to Plaintiff's Attorneys).

26 **4.19. Term**

27 This Settlement Agreement shall remain in effect, and the Court shall retain
28 jurisdiction for the purpose of resolving any Disputes not resolved by section

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1 4.17.1, until two (2) years following the Effective Date. Two years following the
2 Effective Date, the Complaint shall be dismissed with prejudice in its entirety
3 without further order of the Court.

4 **4.20. Effect**

5 4.20.1. This Settlement Agreement shall be binding upon Defendants
6 and upon Plaintiff, and it shall be in complete satisfaction of all legal and equitable
7 claims accruing prior to the date of entry of this Settlement Agreement, both alleged
8 in the Complaint or otherwise arising out of the facts alleged in the Complaint,
9 against any Defendant or any of its respective parents, subsidiaries, owners,
10 officers, directors, agents, employees, or contractors.

11 4.20.2. To the extent any of the provisions of this Settlement
12 Agreement, or any actions taken pursuant to such provisions, may be inconsistent
13 with any state or local statute, law, or regulation, the provisions of this Settlement
14 Agreement shall prevail in accordance with the constitutional supremacy of federal
15 law.

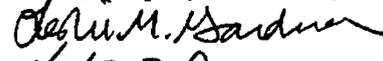
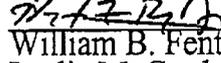
16 **4.21. Attorneys' Fees and Costs** — All parties shall bear their own
17 attorneys' fees and costs in this case.

18 **IT IS SO ORDERED.**

19 Agreed and consented to on behalf of Plaintiff United States of America By:

20
21 Bradley J. Schlozman
Acting Assistant Attorney General

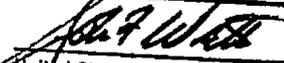
22 By: 
23 David J. Palmer
24 Chief, Employment Litigation Section

25 
26 
27 William B. Fenton
28 Leslie M. Gardner
Hector F. Ruiz, Jr.
United States Department of Justice
Civil Rights Division

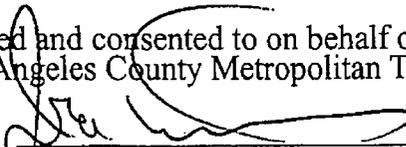
IT IS SO ORDERED

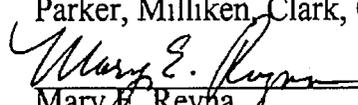
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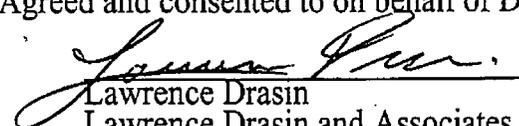

United States District Judge

1 Agreed and consented to on behalf of Defendant
2 Los Angeles County Metropolitan Transportation Authority By:

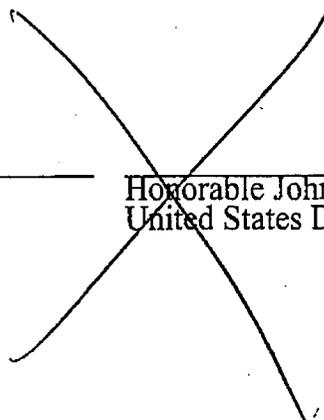
3 
4 Brenton F. Goodrich
5 Ira A. Weinreb
6 Parker, Milliken, Clark, O'Hara & Samuelian

7 
8 Mary E. Reyna
9 Principal Deputy County Counsel
10 Office of the County Counsel

11 Agreed and consented to on behalf of Defendant United Transportation Union By:

12 
13 Lawrence Drasin
14 Lawrence Drasin and Associates

15 Dated: _____

16 
17 Honorable John F. Walter
18 United States District Judge
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