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DEC 23 2011

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JAN 20 2012

LOS ANGELES
SUPERIOR COURT

1 LAW OFFICES OF THOMAS W. FALVEY
2 THOMAS W. FALVEY, State Bar No. 65744
3 J.D. HENDERSON, State Bar No. 235767
4 JUDY D. JONAS, State Bar No. 123982
5 DANIEL ONEIL-ORTIZ, State Bar No. 269299
6 301 N. Lake Avenue, Suite 800
7 Pasadena CA 91101
8 Telephone: (626) 795-0205
9 email: thomaswfalvey@gmail.com

10 THE GILLAM LAW FIRM
11 *A Professional Law Corporation*
12 CAROL L. GILLAM, State Bar No. 102354
13 1880 Century Park East, Suite 600
14 Los Angeles, California 90067
15 Telephone: (310) 203-9977
16 Facsimile: (310) 203-9922
17 email: carol@gillamlaw.com

18 Attorneys for Plaintiff
19 BRIAN MCKINLAY on behalf of himself
20 and all others similarly situated

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 FOR THE COUNTY OF LOS ANGELES

23 BRIAN MCKINLAY, an individual, on
24 behalf of himself and all others similarly
25 situated,

26 Plaintiff,

27 vs.

28 DURHAM D&M LLC, d/b/a DURHAM
SCHOOL SERVICES, NATIONAL
EXPRESS CORPORATION, and DOES 1
through 25, inclusive,

Defendants.

Case No.: BC 425600

Assigned for all purposes to the
Hon. Ruth Ann Kwan, Department 72

[CLASS ACTION]

[REDACTED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: January 20, 2012
Time: 9:00 a.m.
Place: Dept. 72
Trial Date: None Set

Complaint Filed: November 9, 2009

WHEREAS, the parties entered into a Settlement and Release intended to resolve this
litigation;

WHEREAS, Plaintiff's Motion For Final Approval came on regularly for hearing on January
20, 2012, in Department 72, Los Angeles Superior Court, the Honorable Ruth Ann Kwan presiding.

1 Plaintiff BRIAN MCKINLAY appeared by counsel Carol Gillam and Thomas W. Falvey;
2 Defendants DURHAM D&M LLC, DURHAM SCHOOL SERVICES, L.P., and National Express
3 Corporation appeared by counsel Eric S. Beane of DLA Piper LLP (US);

4 WHEREAS, the Court has considered the pleadings and has heard counsel for the parties
5 with respect to the proposed settlement of this action;

6 WHEREAS, the Court is satisfied that the settlement set forth in the Settlement Agreement
7 was the result of good faith, arm's-length settlement negotiations among competent and experienced
8 counsel for both Plaintiff and Defendants; and

9 WHEREAS, the Court, having conducted a hearing respecting the proposed settlement, and
10 good cause appearing therefore, now finds and orders as follows:

11 1. The provisions of the Settlement Agreement under the terms set forth in the
12 Settlement and Release Between Plaintiff and Defendants ("Settlement Agreement") are hereby
13 approved.

14 2. The Court finds that this settlement is fair, reasonable and adequate.

15 3. The Court further finds that the notice as mailed to all class members fairly and
16 adequately described the proposed settlement, the manner in which class members could object to
17 or participate in the settlement, and the manner in which class members could opt out of the class,
18 was the best notice practicable under the circumstances, and provided sufficient notice to all class
19 members. A full and fair opportunity was afforded to class members to participate in the
20 proceedings to determine whether the proposed settlement should be given final approval.
21 Accordingly, this order holds that all class members who did not exclude themselves from the
22 settlement by filing a timely request for exclusion are bound by this settlement order and judgment
23 and thus have released all claims against Defendants as set forth in Paragraph 45 of the Settlement
24 Agreement.

25 4. Pursuant to Code of Civil Procedure ("C.C.P.") section 382, the Court hereby
26 certifies the following settlement class for settlement purposes only:

27 All bus drivers including route drivers and cover drivers ("Drivers") who were employed by
28 Defendants Durham D&M LLC, Durham School Services, L.P., and National Express Corporation

1 in the State of California at any time during the time period from November 9, 2005 through
2 September 28, 2011.

3 5. The Court further finds that the Class Representative, Brian McKinlay, is an
4 adequate class representative for the Settlement class.

5 6. The Court further finds that the law offices of Thomas W. Falvey (Thomas W.
6 Falvey, Judy D. Jonas, J.D. Henderson and Daniel O'Neil-Ortiz) and The Gillam Law Firm (Carol
7 L. Gillam) are adequate class counsel and are hereby approved as Class Counsel (collectively,
8 "Class Counsel").

9 7. The payment of Simpluris' costs of administration of ~~\$52,000~~^{\$54,500} is approved and is to
10 be paid from the Settlement Payment ("Settlement Payment").

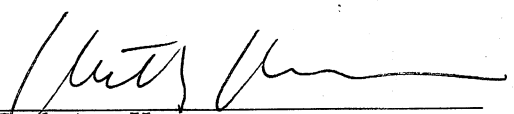
11 8. A service payment of ~~\$25,000~~^{\$15,000} to Class Representative Brian McKinlay is hereby
12 approved, said payment to come from the Settlement Payment.

13 9. Payment of attorneys' fees of thirty-three and 1/3 percent (33-1/3%) of the
14 Settlement Payment (or \$2,333,333) to Class Counsel is hereby approved.

15 10. Reimbursement of Class Counsel's costs of \$36,684.51 for all past, present and
16 future costs from the Settlement Payment is hereby approved.

17 11. The Court retains continuing jurisdiction over the parties pursuant to CRC 3.769 to
18 enforce the terms of this settlement.

19 SO ORDERED this 20 day of January, 2012.

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21 
22 Hon. Ruth Ann Kwan
23 Judge, Los Angeles Superior Court
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