

DATE Monday, July 22, 2013
TO Interested Parties
RE Thomas P. "Tom" Hock and Professional Transit Management

This memo summarizes the research on Thomas Paul "Tom" Hock and Professional Transit Management, Hock's public transit management and labor relations consulting firm. The memo also includes topline findings on Veolia Transportation, which acquired Professional Transit Management (PTM) in January 2008, although PTM has continued to conduct business under the same name and Hock has remained as the company's CEO. Our research has identified findings along the following lines:

Questionable Record in Labor Disputes: Under Hock, PTM has had a contentious relationship with many of its unionized employees. For instance, since 2005 there have been 47 complaints filed against PTM and its affiliates before the National Labor Relations Board (NLRB). Moreover, since 2001, Hock has been involved in negotiations that have resulted in seven strikes.

- Between 2010 and 2012, Hock acted as Veolia's negotiator in meetings leading up to a five day strike by nearly 1,000 bus drivers in Phoenix and Tempe, Arizona in March of 2012.
 - › During negotiations, Veolia reportedly placed job listings for temporary bus drivers and brought in about 200 replacement drivers and supervisors.
- According to *KXAN*, Hock's "unwillingness to bargain" with union leaders was to blame for a three day strike of Capital Metro employees in Austin, Texas in November 2008. Hock had been brought in by Capital Metro as an outside negotiator to reach an agreement.
- In August 2008, 93 bus drivers in Racine, Wisconsin, represented by the local Teamsters union, went on strike for "several hours" over a contract dispute with PTM.
- Between July and September 2004, employees of the Worcester Regional Transit Authority were on strike for 66 days before reaching an agreement with Hock and PTM.
 - › During the strike, ATU Local 22 President Richard Hanny said that nobody on PTM's side was authorized to make decisions without Hock present.
- Between 2003 and 2005, LOOP employees in Dutchess County New York had gone on strike two separate times due to a strained relationship with PTM.
 - › In March 2005, after a one-day strike that shut down bus operations in Dutchess County, Teamsters Local 445 filed a complaint with the NLRB accusing PTM of engaging in "bad faith bargaining."
- In September 2001, Sun Tran workers in Arizona went on a 12 day strike after they failed to reach an agreement with PTM over contract negotiations.

- In January 2011, leaders of ATU Local 639 called on the LexTran board in Kentucky to terminate the transit systems' relationship with PTM.
- In August 2008, Hock was called "disrespectful" during contract negotiations in Dutchess County in New York. Robert Carroll, vice president of Teamsters Local 445, claimed that Hock had said that his contract proposal "was not open to negotiation."
- In July 2007, Hock was accused of "surface bargaining" and providing proposals "designed not to make progress" in contract negotiations with ATU Local 22 in Worcester, Massachusetts.
- In July 2005, the Amalgamated Transit Union Local 19 filed a lawsuit against PTM for refusing to participate in arbitration.
- In June 2013, a dispute between Veolia Transportation and its employees led to a strike and limited service Los Angeles' DASH buses, which operate in loops around 26 neighborhoods.
- In February 2010, Veolia Transportation Services was accused of violating federal and state labor laws in a lawsuit filed on behalf of Baltimore, Maryland workers.
- In April 2009, Veolia Transportation Services Inc. was accused in a class action lawsuit of failing to pay overtime and of not reimbursing workers for the purchase and maintenance of their uniforms for San Francisco County bus transportation workers.
- In October 2011, Veolia Transportation was accused by local transit leaders in Florida of unfair labor practices, harassing union employees and hiring "scab" bus drivers and security personnel to take over if union drivers went on strike.

Conflicts of Interest: In 2008, Hock was brought in by Capital Metro of Austin, Texas to negotiate a new contract with ATU Local 1091. At the time of the negotiations, a former PTM employee, Terry Garcia Crews, was the general manager of StarTran, the affiliate of Capital Metro that supervised union employees and employed the agency's mechanics and bus drivers. During the negotiations, Capital Metro decided to reassign control of some bus routes to Veolia Transportation. Hock, as Capital Metro's lead negotiator, had reportedly not disclosed that his company had been sold to Veolia a few months earlier. The ATU claimed that Hock should have disclosed his interest in the matter during negotiations. Amidst controversy over the alleged conflict of interest, Garcia Crews resigned from StarTran in October 2010. One month later she was hired by PTM as CEO of Cincinnati Metro.

In a separate instance, former Cincinnati Metro CEO Marilyn Shazor claimed that she had "angered" Hock when she had "questioned the wisdom" of giving a service contract to Lou Ann Hock, Thomas Hock's wife. Shazor was fired by PTM in August of 2010. In that same month, Lou Ann Hock was named interim CFO of Cincinnati Metro.

Poor Management of Transit Services: PTM has had a questionable record in its management of public transportation systems. Employees and government officials have raised concerns over the equipment used and the quality of management provided by PTM.

- In June 2009, the *Star News* reported that employees of Wave Transit – a bus system operating in Wilmington, North Carolina – "expressed concerns" about PTM's handling of the bus system. As a result, the Cape Fear Public Transit Authority requested a new general manager take over administration of the system.
- In September 2007, the entire fleet of PTM operated LOOP buses were ordered to be pulled out of operation in Dutchess County after several buses failed DOT inspections.
- An audit looking into the 2007 and 2008 operation of the PTM operated LOOP bus service in Dutchess County, New York found that the bus service lacked internal control.

- An audit released in 2006 determined that PTM was “overstaffed,” “poorly supervised” and “lacked spending control” in its operation of the Colorado Springs bus system.
 - › The audit also uncovered that PTM had “improperly’ been passing costs to the city of Colorado Springs.

Accusations of Discrimination: Hock and his companies have been accused of multiple forms of discrimination and harassment. Professional Transit Management and Veolia Transportation have been accused of discriminating against employees over race, gender and disability.

- In March 2011, PTM and Hock were named in a lawsuit filed by former Cincinnati Metro CEO Marilyn Shazor alleging race and gender discrimination, as well as defamation, libel and slander.
 - › The lawsuit specifically accused Hock of masterminding a conspiracy to defame and fire Shazor from her position as CEO of Metro.
- In August 2008, PTM of Tucson was accused of firing and discriminating against an employee, Harold Ramsey, after he advised a female employee to file complaint with the EEOC when she claimed she’d been harassed on the job.
- In September 2006, Professional Transit Management Ltd., doing business as Springs Transit, was accused of unlawful employment practices and maintaining a hostile work environment for African American, Hispanic and Asian employees, in a lawsuit brought by the EEOC.
 - › In May 2007, the parties agreed to a settlement under which PTM agreed to pay \$450,000 and the case was closed.
- In July 2004, PTM affiliate Racine Transit Management was accused in a lawsuit of placing an African American employee, Dennis C. Hart, on administrative leave in retaliation for filing a discrimination lawsuit and complaint against the company with the EEOC
 - › A colleague of Hart’s subsequently filed a lawsuit in October 2006, accusing Transit Management of Racine of retaliating against him for supporting Hart in his discrimination claim.
- In February 2013, Veolia Transportation Services was accused in a lawsuit of discriminating against individuals using wheelchairs on Los Angeles County buses.
- In June 2012, Veolia Transportation Services was accused of race, age and gender discrimination in a lawsuit filed by an African American transit operator in San Diego County.
- In November 2011, Veolia Transportation Services was sued for more than \$75,000 by an Arizona employee who claimed she had received unequal pay and benefits because of her gender and was fired after filing a complaint.

EXECUTIVE SUMMARY	9
Biography	9
PROFESSIONAL TRACK RECORD	10
Overview	10
HOCK HAS CLAIMED TO HAVE NEGOTIATED “CLOSE TO 400” LABOR AGREEMENTS (1974-2013)	10
Thomas P. Hock and Associates Received At Least \$50,000 To Serve as BART’s Chief Outside Negotiator (2001)	11
HOCK ESTABLISHED PROFESSIONAL TRANSIT MANAGEMENT (1999)	11
PTM Has Managed Public Transportation Systems in At Least 14 States	11
PTM ACQUIRED BY VEOLIA TRANSPORTATION; HOCK REMAINED AS PTM CEO (2008)	11
Has Served as Vice President of Labor Relations of Veolia Transportation	11
Professional Transit Management	12
Litigation	12
PROFESSIONAL TRANSIT MANAGEMENT, AFFILIATES NAMED IN 13 CASES IN STATE, FEDERAL COURTS IN OHIO, WISCONSIN, ARIZONA, GEORGIA, NORTH CAROLINA (1999-2013)	12
Labor Disputes	13
Arizona	13
HOCK ACTED AS VEOLIA’S NEGOTIATOR LEADING UP TO FIVE DAY STRIKE IN ARIZONA (2010-2012)	13
ATU Filed 15 Complaints for Bad Faith Negotiating, Unfair Labor Practices Against Veolia	13
Veolia Placed Job Listings for Temporary Bus Drivers Amidst Contract Negotiations	14
Veolia Brought In About 200 Replacement Drivers and Supervisors Amidst Contract Negotiations	14
SUN TRAN WORKERS WENT ON TWELVE DAY STRIKE OVER AN IMPASSE WITH PTM OVER CONTRACT NEGOTIATIONS (2001)	14
Colorado	15
COLORADO SPRINGS TERMINATED CONTRACT WITH PTM; CITY OFFICIAL SAID TERMINATION NOT RELATED TO DISPUTES WITH UNIONS (2006)	15
ATU UNION SUED PTM FOR FAILING TO PARTICIPATE IN ARBITRATION REQUIREMENTS (2005)	16
PTM LAID OFF ELEVEN COLORADO WORKERS JUST TWO WEEKS AFTER THEY STARTED THEIR JOB (2005)	16
Kentucky	16
UNION ASKED LEXTRAN BOARD TO TERMINATE RELATIONSHIP WITH PTM, FIRE GARCIA CREWS AS GENERAL MANAGER (2005)	16

Massachusetts	17
HOCK ACCUSED OF “SURFACE BARGAINING”, PROVIDING PROPOSALS “DESIGNED NOT TO MAKE PROGRESS” IN NEGOTIATIONS IN MASSACHUSETTS (2007)	17
ATU Reportedly Filed Unfair Labor Practice Complaint Against RTA Transit Services For Violating Contract	17
BUS OPERATORS IN WORCESTER WENT ON STRIKE FOR 66 DAYS (2004)	18
ATU Local 22 President Said Nobody Was Authorized to Make Decisions without Hock	18
New York	18
HOCK CALLED “DISRESPECTFUL” DURING CONTRACT NEGOTIATIONS IN DUTCHESS COUNTY; REPORTEDLY SAID CONTRACT PROPOSAL “WAS NOT OPEN TO NEGOTIATION” (2007)	18
LOOP EMPLOYEES IN DUTCHESS COUNTY HAVE GONE ON STRIKE TWICE DUE TO STRAINED RELATIONS WITH PTM (2003, 2005)	19
Teamsters Union Filed Complaint with NLRB Accusing PTM of Engaging in “Bad Faith Bargaining” After A Strike Shut Down Bus Operations	19
Texas	19
HOCK’S “UNWILLINGNESS TO BARGAIN” BLAMED FOR THREE DAY STRIKE IN TEXAS (2008)	19
“Intimately Involved” in Negotiations That Led to Capital Metro Strike (2007)	20
Wisconsin	20
RACINE BUS DRIVERS WENT ON STRIKE FOR “SEVERAL HOURS” OVER CONTRACT DISPUTE WITH PTM (2008)	20
National Labor Relations Board	21
PTM, Affiliates Named in 47 Complaints Filed Against Them Before the National Labor Relations Board (2005-2012)	21
Conflicts of Interest	25
HOCK HIRED BY CAPITAL METRO TO NEGOTIATE CONTRACT WITH UNION; FORMER PTM EMPLOYEE TERRY GARCIA CREWS SERVED AS A GENERAL MANAGER OF CAPITAL METRO’S EMPLOYEE MANAGEMENT AFFILIATE (2008)	25
During Negotiations Capital Metro Decided to Reassign Control of Some Bus Routes to Veolia; Hock’s Affiliation to Veolia Not Disclosed to Unions	25
Garcia Crews Hired as CEO of PTM Operated Cincinnati Metro	25
LOU ANN HOCK NAMED AS INTERIM CFO OF CINCINNATI METRO SAME MONTH THAT SHAZOR WAS TERMINATED (2011)	26
Competing Transit Company Alleged PTM Unfairly Awarded Racine Bus Contract (2004)	26
Accusations of Discrimination	27
Discrimination Litigation	27
PROFESSIONAL TRANSIT MANAGEMENT, HOCK ACCUSED OF DISCRIMINATION, DEFAMATION IN LAWSUIT FILED IN OHIO BY METRO CEO MARILYN SHAZOR (2011)	27

Lawsuit Specifically Accused Hock of Masterminding Conspiracy to Intentionally Defame, Fire Shazor (2011)	27
Professional Transit Management, Hock Also Accused of Firing Shazor in Attempt to Secure General Manager Services Contract that Carried \$12,000 a Month Profit for Professional Transit Management (2011)	28
Complaint Also Accused Hock of Trying to Obtain Services Contract for His Wife to Manage SORTA's Strategic Business Planning (2011)	28
Hock Refused to Discuss Shazor's Firing	28
Court Found No Evidence of Race, Gender Discrimination, Dismissed Defamation Claim Without Prejudice (2013)	29
Shazor Appealed Decision to U.S. Court of Appeals, Sixth Circuit; Appeal Was Pending in July 2013	29
PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON ACCUSED OF FIRING, DISCRIMINATING AGAINST ARIZONA EMPLOYEE WHO ADVISED FEMALE WORKER TO FILE EEOC COMPLAINT OVER HARASSMENT (2008)	29
Lawsuit Was Dismissed with Prejudice Following Settlement Agreement (2009)	29
ACCUSED BY EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OF UNLAWFUL EMPLOYMENT PRACTICES, CREATING HOSTILE WORK ENVIRONMENT FOR MINORITY EMPLOYEES IN COLORADO (2006)	30
Lawsuit Was Settled with Professional Transit Management Agreeing to Pay \$450,000 to Martinez, Five Other Complainants (2007)	30
Both Answer, Consent Agreement Identify Contact for Professional Transit Management as Tom Hock (2006-2007)	31
WISCONSIN AFFILIATE RACINE TRANSIT MANAGEMENT ACCUSED OF PLACING AFRICAN AMERICAN EMPLOYEE ON ADMINISTRATIVE LEAVE AFTER HE FILED DISCRIMINATION COMPLAINT WITH EEOC (2004)	31
Parties Agreed to Dismiss Lawsuit with Prejudice (2006)	31
Colleague Scott Basken Subsequently Filed Lawsuit against Transit Management of Racine Claiming Retaliation for Supporting Hart's Discrimination Claim (2006)	31
Basken Also Filed Charge of Discrimination against Professional Transit Management with EEOC; Charge Was Dismissed Due to Insufficient Legal Evidence (2006)	32
Poor Management of Transit Services	32
EMPLOYEES OF NORTH CAROLINA BUS SYSTEM "EXPRESSED CONCERNS" ABOUT PTM'S MANAGEMENT OF SYSTEM PROMPTING TRANSIT AUTHORITY TO REQUEST NEW GENERAL MANAGER (2009)	32
ENTIRE FLEET OF PTM MANAGED BUSES PULLED OUT OF OPERATION IN DUTCHESS COUNTY AFTER SEVERAL BUSES FAILED DOT INSPECTIONS (2007)	32
Over 80% of LOOP Buses Failed DOT Inspections	32
AUDIT DETERMINED PTM'S MANAGEMENT OF DUTCHESS COUNTY BUS LINE LACKED INTERNAL CONTROL (2007-2008)	33
COLORADO SPRINGS AUDIT DETERMINED THAT PTM WAS "OVERSTAFFED", "POORLY SUPERVISED", "LACKED SPENDING CONTROL" (2006)	33
PTM "Improperly" Passed Costs to City	33
PTM EMPLOYEE IN COLORADO INVOLVED IN BUS ACCIDENT RESULTING IN DEATH OF PEDESTRIAN HAD BEEN CONVICTED OF DRIVING WHILE IMPAIRED BY ALCOHOL TWO YEARS PRIOR TO ACCIDENT	33

Negligence Litigation	34
PROFESSIONAL TRANSIT MANAGEMENT, BUS DRIVER ACCUSED OF NEGLIGENCE BY GEORGIA WOMAN INJURED WHILE EXITING BUS (2012)	34
Case Was Remanded Back to State Court of Clayton County in Georgia in November 2012; Case Was Pending as of July 2013	34
Veolia	34
GROUPS RALLIED IN LOS ANGELES AGAINST AWARDED CONTRACT TO VEOLIA TRANSPORTATION TO OPERATE DASH BUS SERVICE, CLAIMED VEOLIA WAS SUBSIDIARY OF INTERNATIONAL FIRM DISCRIMINATING AGAINST PALESTINIANS (2012)	34
Discrimination Litigation	35
ACCUSED IN LAWSUIT FILED BY DISABILITY RIGHTS LEGAL CENTER OF DISCRIMINATING AGAINST INDIVIDUALS USING WHEELCHAIRS ON LOS ANGELES COUNTY BUSES (2013)	35
Case Was Ordered to Private Mediation, Was Pending as of July 2013	35
ACCUSED OF RACE, AGE, GENDER DISCRIMINATION IN LAWSUIT FILED BY AFRICAN AMERICAN TRANSIT OPERATOR FROM SAN DIEGO COUNTY, CALIFORNIA (2012)	35
Parties Agreed to Dismiss Case with Prejudice (2012)	35
ACCUSED BY ARIZONA REGIONAL DIRECTOR OF HUMAN RESOURCES OF GENDER DISCRIMINATION, UNEQUAL PAY, TREATMENT (2011)	36
Complaint Stated EEOC Had Issued Reasonable Cause Determination, Finding Veolia Discriminated Against Female Worker in Her Compensation, Benefits (2011)	36
Lawsuit Was Dismissed with Prejudice in November 2012	36
Wage & Pay Litigation	37
ACCUSED OF FAILING TO PAY CALIFORNIA BUS DRIVERS FOR ALL HOURS WORKED, NOT PAYING MINIMUM WAGE IN CLASS ACTION LAWSUIT (2010)	37
Lawsuit Was Dismissed with Prejudice after Settlement Reached (2011)	37
ACCUSED OF FAILING TO PAY OVERTIME, MAINTAIN PROPER TIME RECORDS IN CLASS ACTION LAWSUIT FILED ON BEHALF OF BALTIMORE TRANSPORTATION WORKERS (2010)	37
Confidential Settlement Was Reached, Lawsuit Was Dismissed with Prejudice (2010)	37
ACCUSED IN CLASS ACTION LAWSUIT OF FAILING TO PAY OVERTIME, NOT REIMBURSING FOR PURCHASE OF UNIFORMS FOR SAN FRANCISCO COUNTY BUS TRANSIT WORKERS (2009)	38
Lawsuit Remanded Back to San Francisco County Superior Court, Where It Was Dismissed with Prejudice After Settlement Reached (2012)	38
Labor Disputes	38
DISPUTE BETWEEN VEOLIA TRANSPORTATION, ITS EMPLOYEES LED TO STRIKE, LIMITED SERVICE TO LOS ANGELES' DASH BUSES (2013)	38
VEOLIA TRANSPORTATION ACCUSED BY LOCAL TRANSIT LEADERS IN ESCAMBIA COUNTY, FLORIDA OF UNFAIR LABOR PRACTICES, HARASSING UNION EMPLOYEES (2011)	39

Poor Service and Safety Issues

39

AFTER BEING TAKEN OVER BY VEOLIA TRANSPORTATION, NASSAU COUNTY BUS SYSTEM INSTITUTED COST-CUTTING MEASURES THAT DELAYED DISABLED RIDERS BY HOURS (2012) 39

VEOLIA TRANSPORTATION EMPLOYED ENGINEER OF METROLINK COMMUTER TRAIN THAT COLLIDED WITH UNION PACIFIC FREIGHT TRAIN, KILLING 25, INJURY 102 PEOPLE IN 2008 39

NTSB Investigation Found Veolia Knew Engineer Had Engaged in Unsafe Behavior Before, But Had Not Disciplined or Fired Him (2010) 40

Subsidiary Connex Railroad Named in Federal Lawsuit Filed by Metrolink; Veolia Transportation Also Named in at least 12 Lawsuits Filed by Crash Survivors, Victims' Families (2008-2009) 40

Veolia Transportation also Sued by Insurance Underwriter to Recover \$132.5M in Insurance Payments to Crash Victims, Alleged Connex Officials Saw Engineer Violate Rules, But Took No Remedial Actions (2012) 40

EXECUTIVE SUMMARY

CAREER TIMELINE

YEARS	EMPLOYER AND POSITION
2013	BART, Lead Negotiator
August 2010-November 2010	Cincinnati Metro, Interim CEO
2008-Present	Veolia, Vice President of Labor Relations
2008	Professional Transit Management, CEO
2008	<ul style="list-style-type: none">• Veolia Purchased Professional Transit Management
1999-2008	Professional Transit Management, Owner & President
Unknown-1999	Ryder ATE, Labor Law Attorney
C. 1978	First Transit, Labor Law Attorney

Biography

Thomas Paul Hock claims to have spent his entire professional career as an attorney supporting transit managers in developing labor strategies. In May of 1973, Hock was admitted to the Ohio State Bar after having attended the University of Cincinnati Law School. In 1978, Hock was working as a labor lawyer for First Transit and negotiated an employee contract with transit operators in Worcester, Massachusetts. (*American Public Transportation Association*, “Speaker Bios,” www.apta.com; *Nexis*, “Thomas Hock,” www.nexis.com; *Supreme Court of Ohio*, Public Attorney Information: Thomas Hock,” www.supremecourt.ohio.gov; *Telegram & Gazette*, “City Bus Drivers Angered by Contract Offer,” May 27, 2004)

In 1999, Hock co-founded Professional Transit Management to manage public transit systems and provide consulting services for transit system labor issues and operations. The company, started with his former co-worker Mike Setzer, has managed public transportation systems in at least 14 states. In 2008, the company was acquired by Veolia Transportation Inc, a subsidiary of the large French company, Veolia. Despite the sale, Professional Transit Management kept operating under the same name, and Hock remained the company’s CEO. Hock was also named vice president of labor relations for Veolia Transportation. (*The Gazette*, “New Contractor May Run Bus Lines,” October 18, 2001; *South Bend Indiana*, “Transpo Manager Says Alleged Sexual Harassment Did Not Occur,” August 6, 1998; *Cincinnati Enquirer*, “Business Notes,” February 3, 2008)

PROFESSIONAL TRACK RECORD

Overview

HOCK HAS CLAIMED TO HAVE NEGOTIATED “CLOSE TO 400” LABOR AGREEMENTS (1974-2013)

According to a March 2013, Executive Decision Document approving an agreement between Veolia Transportation Services and BART, Hock has negotiated “close to 400” labor agreements. A profile of Hock published on the American Public Transportation Association’s (APTA) website claimed that Hock had been supporting transit managers in developing labor strategies since 1974. (*American Public Transportation Association*, “Speaker Bios,” www.apta.com)

According to the agreement between Bart and Veolia:

“Thomas Hock previously served on the BART negotiating team in 2001, and is a respected public transit industry labor attorney who has been involved in labor relations for nearly 40 years. Mr. Hock has negotiated close to 400 agreements in 38 states and serves on APTA’s 13(c) and Legal Affairs Committees.” (*BART Executive Decision Document*, “Amendment to Agreement 6M4268 with Veolia Transportation Services, Inc,” March 29, 2013)

Aside from providing negotiation services for Veolia and his firm Public Transit Management, Hock has also offered his service under an entity called Thomas P. Hock & Associates. According to a 2011 posting advertising its services Thomas P. Hock & Associates customers have included BART, San Diego Transit Corporation and Long Beach Transit. According to the posting:

“Thomas P. Hock & Associates (TPH & A) provides labor relations assistance for PTM customer systems, as well as other transit systems throughout the United States. TPH&A has unparalleled capability and experience with the labor relations process, current issues, and even the actual personnel at the bargaining table. Tom Hock, Principal and founder of TPH&A, is considered the transit industry's foremost labor attorney, having negotiated more than 350 collective bargaining and 13(c) agreements with senior staff from 13 different international unions. Tom has been involved in labor relations for over 30 years, and the great majority of his career has been spent in the public transit industry. During this time, Tom has played an active role in innumerable transit systems and, particularly in their labor relations decisions.

Tom has been a singular leader in the industry’s activities in regard to labor policy and legislation, serving on American Public Transportation Association (APTA)’s 13(c) Committee and its Legal Affairs Committee. He is routinely asked to participate in prominent APTA meetings and conventions. In addition, Tom is the author and editor of “Management Report on Transit Labor Issues,” the annual publication of data and trend information for the industry’s labor professionals. Tom has handled matters before the National Labor Relations Board and has also participated in grievance arbitration cases.” (*HotFrog*, “Professional Transit Services – Services – Labor,” November 22, 2011)

Thomas P. Hock and Associates Received At Least \$50,000 To Serve as BART's Chief Outside Negotiator (2001)

In 2001, Thomas P. Hock and Associates was paid at least \$50,000 to serve as BART's chief outside negotiator with one of the unions. According to BART officials, Hock was authorized to receive nearly \$100,000. (*San Francisco Chronicle*, "Campaigning has Soured School Chief on Further Runs for Office," July 18, 2001)

HOCK ESTABLISHED PROFESSIONAL TRANSIT MANAGEMENT (1999)

In 1999, Hock left his previous job as a labor attorney for Ryder ATE to found and establish Professional Transit Management (PTM). Hock started the company with his co-worker at Ryder ATE, Mike Setzer. PTM was established to manage public transit systems and provide consulting services for transit system labor issues and operations. The company was based out of Loveland, Ohio. (*The Gazette*, "New Contractor May Run Bus Lines," October 18, 2001; *South Bend Indiana*, "Transpo Manager Says Alleged Sexual Harassment Did Not Occur," August 6, 1998)

PTM Has Managed Public Transportation Systems in At Least 14 States

Since 1999, PTM has managed public transportation systems in at least 14 states. Specifically, PTM focuses on managing bus services. In these instances, PTM is contracted by the body tasked with overseeing the transit system (city council, county board, transit agency, etc.) to manage the operation of the system or certain routes. Employees who operate the system are selected, hired and employed PTM. Therefore, it is PTM that must approve employee contracts. The transit systems general managers are also chosen by PTM. In the past they have often been PTM executives, such as Terry Garcia Crews in Kentucky and Ohio. Professional Transit Management has managed transit systems in Arizona, Massachusetts, Ohio, New York, Colorado, Kentucky, Wisconsin, Indiana, Virginia, Mississippi, North Carolina and Tennessee, Georgia and Idaho. (*National Labor Relations Board*, "Case Search," www.nlrb.gov; *Lexington Herald Leader*, "LexTran Workers Ask Manager to Resign," January 16, 2005; *Austin American-Statesman*, "2 Cap Metro Execs Depart," October 16, 2010)

PTM ACQUIRED BY VEOLIA TRANSPORTATION; HOCK REMAINED AS PTM CEO (2008)

In January 2008, Veolia Transportation Inc acquired PTM. At the time of the purchase PTM was responsible for providing management services to 15 public transportation systems across the country. Despite Veolia's acquisition, PTM continued to conduct business under the same name and Hock remained as the company's CEO. The company also continued to operate out of its Loveland offices. (*Cincinnati Enquirer*, "Business Notes," February 3, 2008)

Has Served as Vice President of Labor Relations of Veolia Transportation

Aside from maintaining his position as CEO at PTM, Hock has served as vice president of labor relations at Veolia Transportation Services. (*American Public Transportation Association*, "Speaker Bios," www.apta.com)

Professional Transit Management

Litigation

PROFESSIONAL TRANSIT MANAGEMENT, AFFILIATES NAMED IN 13 CASES IN STATE, FEDERAL COURTS IN OHIO, WISCONSIN, ARIZONA, GEORGIA, NORTH CAROLINA (1999-2013)

We have identified 13 cases naming Professional Transit Management and its affiliates filed in state and federal courts in Ohio, Wisconsin, Arizona, Georgia and North Carolina. Professional Transit Management and its affiliates, Professional Transit Management of Tucson Inc. and Racine Transit Management were named as defendants in all of the cases. (*Pacer Case Locator*, “Party Name: Professional Transit Management,” <http://www.pacer.gov/findcase.html>; *Hamilton County Clerk of the Courts*, “Name Search: Professional Transit Management,” <http://www.courtclerk.org/namesearch.asp>)

Details of all identified cases are provided in the table below:

CASE NAME	CASE NUMBER	DATE FILED	LOCATION	PARTY ROLE	NATURE
Marilyn G. Shazor vs. Professional Transit Management, et al	A 1302319	4/2/2013	Hamilton County Common Pleas Court	Defendant	Civil: Other Tort & Jury Demand
Ate Inc. Ryder vs. Thomas P Hock & Professional Transit Management et al	A 9903697	6/28/1999	Hamilton County Common Pleas Court	Defendant	Civil
McGowan vs. Professional Transit Management of Tucson Inc.	4:00-cv-00728-CKJ-JR	12/28/2000	U.S. District Court, District of Arizona	Defendant	Civil Rights: Jobs
Ramsey vs. Professional Transit Management of Tucson Inc. et al	4:08-cv-00447-JMR	8/13/2008	U.S. District Court, District of Arizona	Defendant	Civil Rights: Jobs
Schultz vs. Professional Transit Management of Tucson Inc.	4:11-cv-00147-CKJ	3/14/2011	U.S. District Court, District of Arizona	Defendant	Civil Rights: Jobs
Welch vs. Professional Transit Management of Tucson Inc.	4:03-cv-00631-CKJ	12/24/2003	U.S. District Court, District of Arizona	Defendant	Labor: Labor/Mgt. Relations
Equal Employment Opportunity Commission vs. Professional Transit Management LTD	1:06-cv-01915-MSK-MJW	9/26/2006	U.S. District Court, District of Colorado	Defendant	Civil Rights: Jobs
White vs. Cape Fear Public Transportation Authority et al	7:12-cv-00285-F	9/24/2012	U.S. District Court, Eastern District of North Carolina	Defendant	Civil Rights: Jobs
Basken vs. Professional Transit Management et al	2:06-cv-01094-LA	10/20/2006	U.S. District Court, Eastern District of Wisconsin	Defendant	Civil Rights Act

CASE NAME	CASE NUMBER	DATE FILED	LOCATION	PARTY ROLE	NATURE
Hart vs. Racine Transit Management et al	2:04-cv-00721-LA	7/26/2004	U.S. District Court, Eastern District of Wisconsin	Defendant	Civil Rights: Jobs
Peoples vs. John Doe et al	1:12-cv-03804-AT	10/31/2012	U.S. District Court, Northern District of Georgia	Defendant	Civil: Motor Vehicle
Shazor vs. Professional Transit Management Ltd. et al	1:11-cv-00150-SAS-KLL	3/10/2011	U.S. District Court, Southern District of Ohio	Defendant	Civil Rights
Marilyn Shazor vs. Professional Transit Management et al	13-3253	3/5/2013	United States Court of Appeals for the Sixth Circuit	Defendant	Civil Rights: Jobs

(*Pacer Case Locator*, “Party Name: Professional Transit Management,” <http://www.pacer.gov/findcase.html>;
Hamilton County Clerk of the Courts, “Name Search: Professional Transit Management,”
<http://www.courtclerk.org/namesearch.asp>)

Labor Disputes

Arizona

HOCK ACTED AS VEOLIA’S NEGOTIATOR LEADING UP TO FIVE DAY STRIKE IN ARIZONA (2010-2012)

Between 2010 and 2012, Hock acted as Veolia’s negotiator in meetings leading up to a five day strike by nearly 1,000 bus drivers in Phoenix and Tempe, Arizona in March of 2012. The drivers were represented by the Amalgamated Transit Union Local 1433. The strike was called when the two sides were unable to reach an agreement on wages, benefits, sick leave accrual, retirement benefits, and health care coverage. After five days, Veolia and ATU reached an agreement to halt the strike that had reduced bus service to six percent of normal. (*CBS5*, “Striking Bus Drivers Vote on New Contract,” March 14, 2012; *Arizona Republic*, “Phoenix Bus Lines Facing a Strike,” March 10, 2012)

ATU Filed 15 Complaints for Bad Faith Negotiating, Unfair Labor Practices Against Veolia

Prior to calling a strike against Veolia Transportation Services, the Amalgamated Transit Union Local 1433 filed 15 complaints for “bad faith negotiating and other unfair labor practices” with the NLRB against the transportation company. The Phoenix bus drivers went on strike in March 2012 after failing to come to an agreement with Veolia after over 20 months of negotiation. ATU financial secretary complained about Hock’s and Veolia’s “refusal to bargain.” According to the *Arizona Republic*:

“It’s their refusal to bargain,” Cornelius said. ‘We’re happy with the wages.’

The union has filed 15 complaints for bad faith negotiating and other unfair labor practices against the company with the National Labor Relations Board, Cornelius said.” (*Arizona Republic*, “Phoenix Bus Lines Facing a Strike,” March 10, 2012)

Veolia Placed Job Listings for Temporary Bus Drivers Amidst Contract Negotiations

According to the *Phoenix New Times*, Veolia placed job listings for temporary bus drivers amidst contract negotiations with the ATU, Teamsters Local 104 the International Union of Operating Engineers 428. The ads were placed in the *Arizona Republic* and on careerbuilder.com. According to the *Phoenix New Times*:

“Veolia has been placing ads in newspapers for replacement bus drivers in case of a strike. One ad listed on careerbuilder.com said jobs were ‘temporary positions with the opportunity for regular full-time position.’

It's a move that has been criticized by workers, who say that by bringing in replacement employees, Veolia is not negotiating in good faith. One of the issues on the table is whether employees will be able to keep about \$6.2 million worth of accrued sick time. (*Phoenix New Times*, “Bus Strike? Veolia Transportation and Union Leaders Still Negotiating; Contracts With at Least One Union Expire at Midnight,” September 30, 2010)

Veolia Brought In About 200 Replacement Drivers and Supervisors Amidst Contract Negotiations

In addition to placing job listings for temporary workers, Veolia brought in about 200 replacement drivers and supervisors amidst contract negotiations with the three unions. According to the *Phoenix New Times*:

“Union reps aren't happy because, in the midst of "good faith" negotiations, Veolia executives placed ads in the *Arizona Republic* seeking temporary bus drivers and have flown in about 200 replacement drivers and supervisors, like Wingfield, from all over the country.” (*Phoenix New Times*, “Phoenix Transit Workers Protest as Veolia Brings in ‘Strike Busters’,” August 10, 2010)

SUN TRAN WORKERS WENT ON TWELVE DAY STRIKE OVER AN IMPASSE WITH PTM OVER CONTRACT NEGOTIATIONS (2001)

In September 2001, Sun Tran workers went on a 12 day strike after they failed to reach an agreement with PTM over contract negotiations. About 400 Sun Tran workers – represented by Teamsters Local 104 – called for an increase in Sun Tran’s total budget so they could receive a pay increase. The strike affected bus service in the Tucson area for twelve days before the two sides reached an agreement. (*Arizona Daily Star*, “Union Still Waiting in Wake of Sun Tran Talks,” September 13, 2001; *KVOA*, “Sun Tran Strike Looming for Employees, Mostly Bus Drivers,” July 30, 2010)

Colorado

COLORADO SPRINGS TERMINATED CONTRACT WITH PTM; CITY OFFICIAL SAID TERMINATION NOT RELATED TO DISPUTES WITH UNIONS (2006)

In February 2006, Colorado Springs, Colorado decided to terminate its contract with PTM to operate the city's bus system. Sherre Ritenour claimed that cutting the contract short was a financial decision and was unrelated to PTM's disputes with the unions representing Colorado Springs transit workers. According to *The Gazette*:

“Colorado Springs in February cut short its contract with PTM and requested proposals for a new contractor to handle bus service. The proposals are being evaluated, and a new contractor is expected to take over in September, Ritenour said.

The city's termination of the contract with PTM is unrelated to PTM's dispute with the union, Ritenour said. Instead, the city is ending the contract because transportation officials think the city can save money under a service contract instead of a management contract.” (*The Gazette*, “Millions for Bus System at Risk,” June 25, 2006)

ATU Union Sued PTM for Failing to Participate in Arbitration Requirements (2005)

In July 2005, the Amalgamated Transit Union Local 19 filed a lawsuit against PTM for refusing to participate in arbitration. The ATU requested arbitration hearings after the two sides were unable to come to an agreement after the previous contract had expired on December 31, 2004. In the subsequent months, PTM had refused to participate in arbitration. According to *The Gazette*:

“The company refused in June to participate in arbitration with the union, arguing that the federal law that required arbitration when the contract was signed had changed last year to drop the requirement, according to the lawsuit, which is still pending.” (*The Gazette*, “Drivers Union Files Suit Against Bus System,” September 1, 2005)

PTM LAID OFF ELEVEN COLORADO WORKERS JUST TWO WEEKS AFTER THEY STARTED THEIR JOB (2005)

In July 2005, PTM laid off 11 bus operators in Colorado Springs just two weeks after they started their jobs. The new employees were hired to accommodate an increase in bus service. However, they were all laid off in the middle of their six-week training program when Colorado Springs officials decided to let other companies (not PTM) manage the new routes. (*The Gazette*, “Firm Lays Off Bus Drivers in Training City Touts Competition for Routes to Add Value,” July 21, 2005)

Kentucky

UNION ASKED LEXTRAN BOARD TO TERMINATE RELATIONSHIP WITH PTM, FIRE GARCIA CREWS AS GENERAL MANAGER (2005)

In January 2011, leaders of ATU Local 639 called on the LexTran board to terminate the transit systems’ relationship with PTM and fire Garcia Crews as the agency’s general manager. PTM had managed the Lexington, Kentucky bus system since 2002. The union listed 11 complaints in a letter to LexTran citing its grievances. The union charged that PTM had unfairly singled out a bus driver, changed health care policies and had inconsistent discipline policies between employees and management. According to the *Lexington Herald Leader*:

“The union alleges that:

A union official critical of management was unfairly singled out. Bus driver Travis Buskirk was suspended without pay for two days last month after he admitted he failed to report a bus defect.

LexTran violated its contract with the union by changing health care benefits, implementing a zero-tolerance drug policy and promoting employees with less seniority. Workers also want changes to overtime pay.

Employees have received harsher punishment than managers for violating the same policies.

The union listed 11 complaints in a letter to LexTran managers making the demands. At least four disputes could go to arbitration, and the union might file a complaint with from the Occupational Safety and Health Administration.” (*Lexington Herald Leader*, “LexTran Workers Ask Manager to Resign,” January 16, 2005)

Massachusetts

HOCK ACCUSED OF “SURFACE BARGAINING”, PROVIDING PROPOSALS “DESIGNED NOT TO MAKE PROGRESS” IN NEGOTIATIONS IN MASSACHUSETTS (2007)

In July 2007, Hock was accused of “surface bargaining” and providing proposals “designed not to make progress” in contract negotiations with ATU Local 22 in Worcester, Massachusetts. ATU’s business agent Christopher Bruce claimed that Hock was making the contract negotiations difficult by slowing down the bargaining process. Bruce also threatened to file an unfair bargaining practice complaint against Hock and RTA Transit – a subsidiary of PTM that was contracted to operate the Worcester Regional Transit Authority. According to the *Telegram & Gazette*:

“While neither side publicly disclosed its positions on wages and benefits, Mr. Bruce said the way the negotiations are proceeding is more of a problem than the positions. He said that Thomas Hock, president and CEO of PTM, parent company of RTA Transit, has attended only the most recent two bargaining sessions and does not recognize the progress he said was made while Mr. Carney headed the company bargaining team in the first eight sessions.

Mr. Bruce said that the unfair bargaining practice complaint he wants to file would allege making offers that are worse than previous offers and “surface bargaining” designed not to make progress. Union members who go on strike are protected from being replaced if there is an unfair labor practice charge pending.

Mr. Bruce also said that Mr. Hock said he will not be available to meet again until next month. He also said he believes Mr. Hock was trying to circumvent the Local 22 executive board by saying that he would not meet with the union again without the presence of a union vice president. (*Telegram & Gazette*, “RTA Labor Talks End in the Toilet,” July 18, 2007)

Bruce also accused Hock of making a proposal that lacked any substance and was unlike any proposal or offer he had ever seen in his 13 year career. According to the *Telegram & Gazette*:

“Mr. Bruce said that what Thomas Hock, head of PTM, the parent company of RTA Transit Services, presented is “not an offer, it’s not a proposal, it’s a grid on a piece of paper. It’s not anything like any proposal or offer that I’ve ever seen in bargaining” in 13 years of representing Local 22. (*Telegram & Gazette*, “WRTA, Union Cannot Agree,” August 4, 2007)

ATU Reportedly Filed Unfair Labor Practice Complaint Against RTA Transit Services For Violating Contract

In August 2007, Bruce said that ATU Local 22 had filed an unfair labor practice complaint against RTA Transit Services. The complaint stemmed from RTA Transit Services’ refusal to pay union board members at bargaining sessions, as required by the contract. Under the contract, the union would then reimburse the company for the wages paid. According to the *Telegram & Gazette*:

“Mr. Bruce said, since the company halted its practice, as required by the contract, of paying board members at bargaining sessions as though they were working and then allowing the union to reimburse the company.

He said the union has filed a grievance and an unfair labor practice complaint because board members are penalized in vacation and pension benefits if the union and not the company directly pays the board members. (*Telegram & Gazette*, “WRTA, Union Cannot Agree,” August 4, 2007)

BUS OPERATORS IN WORCESTER WENT ON STRIKE FOR 66 DAYS (2004)

Between July and September 2004, employees of the Worcester Regional Transit Authority (WRTA) were on strike for 66 days before reaching an agreement with Hock and PTM. The stalemate was over new contracts for mechanics and bus operators represented by ATU Local 22. (*Telegram & Gazette*, “Strike Over; Buses to Roll Tomorrow,” September 11, 2004)

ATU Local 22 President Said Nobody Was Authorized to Make Decisions without Hock

During the strike, ATU Local 22 President Richard Hanny said that nobody on PTM’s side was authorized to make decisions without Hock present. Hanny said that the two sides had only had two mediation sessions in the first six weeks of the strike. According to the *Telegram & Gazette*:

“The union president said there have been only two mediation sessions since the strike began. He said that PTM President Mr. Hock is in Ohio and appears to have no one in Worcester authorized to make decisions without him.” (*Telegram & Gazette*, “Tension Mounts in Strike,” August 18, 2004)

New York

HOCK CALLED “DISRESPECTFUL” DURING CONTRACT NEGOTIATIONS IN DUTCHESS COUNTY; REPORTEDLY SAID CONTRACT PROPOSAL “WAS NOT OPEN TO NEGOTIATION” (2007)

In August 2008, Hock was called “disrespectful” during contract negotiations in Dutchess County in New York. Robert Carroll, vice president of Teamsters Local 445, claimed that Hock had said that his contract proposal “was not open to negotiation.” The negotiations were over a contract between about 100 workers who operate the LOOP bus system and PTM, which operates the bus system. According to the *Poughkeepsie Journal*:

“Carroll disputed the characterization of PTM's work as in good faith.

He said Tom Hock, president of PTM and lead negotiator, ‘simply plopped his contract proposal on the table and said it was not open to negotiation, that it was the final offer.’

‘He was very disrespectful,’ Carroll said.” (*Poughkeepsie Journal*, Union Vote Could Spark Bus Strike,” August 18, 2007)

LOOP EMPLOYEES IN DUTCHESS COUNTY HAVE GONE ON STRIKE TWICE DUE TO STRAINED RELATIONS WITH PTM (2003, 2005)

Between 2003 and 2005, LOOP employees in Dutchess County had gone on strike two separate times due to a strained relationship with PTM. According to the *Poughkeepsie Journal*:

“Strained relations between the union and PTM have prompted two bus strikes in recent years - a weeklong strike in January 2003 and a one-day strike in March 2005.” (*Poughkeepsie Journal*, “Bus Union Asks for Intervention,” July 11, 2007)

Teamsters Union Filed Complaint with NLRB Accusing PTM of Engaging in “Bad Faith Bargaining” After A Strike Shut Down Bus Operations

In March 2005, after a one-day strike that shut down bus operations in Dutchess County, Teamsters Local 445 filed charges a complaint with the NLRB accusing PTM of engaging in “bad faith bargaining.” On March 2, 2005, four dispatches went on strike to protest their contracts with PTM. About 60 Loops LOOP drivers and mechanics joined the four mechanics in a picket. The protests were successful in shutting down nearly all of LOOP’s operations. The two sides agreed to resume negotiations after the one-day strike. (*Poughkeepsie Journal*, “Union Accuses Bus Firm of Improper Labor Practice,” March 31, 2005; *Poughkeepsie Journal*, “Talks Revive, Buses Roll,” March 3, 2005)

Following the strike, Teamsters union leaders filed a complaint with the accusing PTM of “improper labor practices.” According to the *Poughkeepsie Journal*:

“The Teamsters union representing workers at the Dutchess County LOOP bus system have filed charges of improper labor practice against the contractor company running LOOP.

Professional Transit Management Inc., or PTM, engaged in ‘bad faith bargaining’ with Teamsters Local 445, said its business agent, Rodney VanVoorhis, who said he was slated to give a formal statement Tuesday to the National Labor Relations Board.” (*Poughkeepsie Journal*, “Union Accuses Bus Firm of Improper Labor Practice,” March 31, 2005)

Texas

HOCK’S “UNWILLINGNESS TO BARGAIN” BLAMED FOR THREE DAY STRIKE IN TEXAS (2008)

According to *KXAN*, Hock’s “unwillingness to bargain” with union leaders was to blame for a three day strike of Capital Metro employees in Austin, Texas in November 2008. Hock had been brought in by Capital Metro as an outside negotiator to reach an agreement with ATU Local 1091 in contract discussions. ATU’s spokesperson Bill Kweder claimed that Hock had “no intention” of negotiation and was “intent on pushing” the union to strike. According to *KNAX*:

“When Capital Metro hired Hock to negotiate a 2008 labor contract with the union representing its bus drivers, things did not go well. Union negotiators blame Hock’s unwillingness to bargain.

‘Tom Hock had no intention of negotiating anything,’ said Bill Kweder, ATU Local 1091 spokesperson. ‘It was my impression from the beginning that he was intent on pushing us to a strike.’

And strike they did. For three days, drivers were off the job before a compromise was reached. When that compromise was reached, it had nothing to do with Hock, Kweder said. (*KXAN*, “CEO: Cap Metro Must be Transparent,” September 10, 2010)

“Intimately Involved” in Negotiations That Led to Capital Metro Strike (2007)

According to the *Austin American-Statesman*, Hock was “intimately involved” in the negotiations that led to a November 2007 strike by Cincinnati Metro employees. According to the *Austin American-Statesman*:

“Garcia Crews had worked for Hock's transit management company before coming to Capital Metro in early 2007 and had not left for Capital Metro when Hock's company was acquired by Veolia Transportation. Veolia, a Capital Metro contractor that had been operating some of the agency's bus routes, took over several more routes in the wake of a union strike in November 2007. Garcia Crews and Hock were intimately involved in the negotiations and labor stalemate that led to that strike.” (*Austin American-Statesman*, “2 Cap Metro Execs Depart,” October 16, 2010)

Wisconsin

RACINE BUS DRIVERS WENT ON STRIKE FOR “SEVERAL HOURS” OVER CONTRACT DISPUTE WITH PTM (2008)

In August 2008, 93 bus drivers in Racine, Wisconsin, represented by the local Teamsters union, went on strike for “several hours” over a contract dispute with PTM. According to the *Milwaukee Journal Sentinel*:

“A strike by Racine bus drivers that left riders stranded Monday morning ended after several hours when the drivers reached an agreement with the company that manages the bus system.

The drivers had been working without a contract since July 1. The 93 members of the local Teamsters union were in a dispute over proposed changes by management in insurance coverage for retirees and the transfer of three dispatchers from union to non-union positions.” (*Milwaukee Journal Sentinel*, “Accord Ends Racine Bus Strike,” August 19, 2008)

National Labor Relations Board

PTM, AFFILIATES NAMED IN 47 COMPLAINTS FILED AGAINST THEM BEFORE THE NATIONAL LABOR RELATIONS BOARD (2005-2012)

Between 2005 and 2012, PTM and its affiliated have had 47 separate cases filed against them before the National Labor Relations Board (NLRB). The charges, which were filed by unions representing PTM employees, include allegations that PTM refused to bargain, took coercive actions and refused to furnish information. Included in the total are complaints filed against RTA Transit Services. RTA Transit Services is a subsidiary of PTM which has operated the WRTA in Worcester, Massachusetts since October 2002. The following table details the cases filed against PTM and its affiliates before the NLRB:

DATE	PARTY	LOCATION	ALLEGATIONS	CASE NUMBER
11/27/2012	PTM of Boise, LLC	Boise, ID	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	27-CA-093812
4/25/2012	R.T.A. Transit Services, Inc.	Worcester, MA	8(a)(3) Changes in Terms and Conditions of Employment/8(a)(5) Repudiation/Modification of Contract [Sec 8(d)/Unilateral Changes]	01-CA-079613
7/13/2011	RTA Transit Services, Inc.	Worcester, MA	8(a)(5) Repudiation/Modification of Contract [Sec 8(d)/Unilateral Changes]	01-CA-061166
10/8/2010	PTM of Attleboro Inc.	Taunton, MA	8(a)(5) Refusal to Furnish Information/8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	01-CA-046431
9/23/2010	PTM of Attleboro Inc.	Taunton, MA	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-046392
8/4/2010	Professional Transit Management of Tuscon, Inc.	Tucson, AZ	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	28-CA-023130
7/8/2010	RTA Transit Services, Inc.	Worcester, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	01-CA-046260
5/10/2010	PTM of Dutchess County	Poughkeepsie, NY	8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	03-CA-027647

DATE	PARTY	LOCATION	ALLEGATIONS	CASE NUMBER
3/29/2010	RTA Transit Services, Inc.	Worcester, MA	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-046059
3/10/2010	Professional Transit Management	Racine, WI	8(a)(1) Concerted Activities (Retaliation, Discharge, Discipline)/8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(3) Changes in Terms and Conditions of Employment	30-CA-018620
3/9/2010	Professional Transit Management	Racine, WI	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(3) Changes in Terms and Conditions of Employment/8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	30-CA-018619
3/9/2010	Professional Transit Management	Racine, WI	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(3) Changes in Terms and Conditions of Employment/8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	30-CA-018618
3/5/2010	Professional Transit Management	Racine, WI	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(3) Changes in Terms and Conditions of Employment/8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	30-CA-018613
3/5/2010	PTM of Attleboro Inc.	Taunton, MA	8(a)(3) Changes in Terms and Conditions of Employment/8(a)(3) Discipline/8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	01-CA-046003
3/3/2010	Professional Transit Management	Racine, WI	8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)/8(a)(3) Changes in Terms and Conditions of Employment/8(a)(1) Coercive Actions (Surveillance, etc)	30-CA-018610
2/2/2010	PTM Express Georgia	Forest Park, GA	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	10-CA-038238
11/19/2009	PTM Management Corp.	Jamaica, NY	8(a)(3) Discharge (Including Layoff and Refusal to Hire (not salting))/8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	29-CA-029915
10/6/2009	PTM of Attleboro Inc.	Taunton, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Furnish Information/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	01-CA-045690
7/31/2008	PTM of Attleboro Inc.	Taunton, MA	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-044844

DATE	PARTY	LOCATION	ALLEGATIONS	CASE NUMBER
7/31/2008	PTM of Attleboro Inc.	Taunton, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Furnish Information	01-CA-044845
7/11/2008	Professional Transit Management of Racine, Inc.	Racine, WI	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	30-CA-018073
7/3/2008	Professional Transit Management of Racine, Inc.	Racine, WI	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	30-CA-018069
6/25/2008	Professional Transit Management of Racine, Inc.	Racine, WI	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	30-CA-018062
6/20/2008	PTM of Attleboro Inc.	Taunton, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Furnish Information	01-CA-044746
9/26/2007	PTM of Attleboro Inc.	Taunton, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-044201
7/24/2007	RTA Transit Services, Inc.	Worcester, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	01-CA-044067
7/24/2007	RTA Transit Services, Inc.	Worcester, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-044068
7/24/2007	RTA Transit Services, Inc.	Worcester, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-044069
7/3/2007	PTM of Cape Cod	South Dennis, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Shutdown or Relocate (e.g. First National Maint.).Subcontract Work	01-CA-044018
7/3/2007	PTM of Cape Cod	South Dennis, MA	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-044019
7/3/2007	PTM of Cape Cod	South Dennis, MA	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-044020
7/2/2007	Professional Transit Management/Dutchess County Loop Mass Transit	Newburgh, NY	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(5) Refusal to Furnish Information	03-CA-026377
4/25/2007	PTM of Attleboro Inc.	Taunton, MA	8(a)(3) Discipline/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-043902
4/20/2007	R.T.A. Transit Services, Inc.	Worcester, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Refusal to Furnish Information	01-CA-043896
4/5/2007	Professional Transit Management d/b/a Sun Tran	Tucson, AZ	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(1) Coercive Actions (Surveillance, etc)	28-CA-021313

DATE	PARTY	LOCATION	ALLEGATIONS	CASE NUMBER
2/12/2007	PTM of Cape Cod	South Dennis, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-043776
2/2/2007	PTM of Cape Cod	South Dennis, MA	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-043761
1/19/2007	PTM of Attleboro Inc.	Taunton, MA	8(a)(1) Coercive Actions (Surveillance, etc)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	01-CA-043740
12/19/2006	PTM of Attleboro Inc.	Taunton, MA	8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]/8(a)(1) Coercive Actions (Surveillance, etc)	01-CA-043686
9/5/2006	Professional Transit Management	Colorado Springs, CO	8(a)(5) Refusal to Furnish Information	27-CA-020187
8/21/2006	Professional Transit Management	Colorado Springs, CO	8(a)(5) Refusal to Furnish Information	27-CA-020167
8/18/2006	Professional Transit Management	Colorado Springs, CO	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	27-CA-020166
8/16/2006	Professional Transit Management	Colorado Springs, CO	8(a)(1) Coercive Statements (Threats, Promises of Benefits, etc.)	27-CA-020158
8/14/2006	Professional Transit Management	Colorado Springs, CO	8(a)(5) Refusal to Furnish Information	27-CA-020151
3/30/2005	Professional Transit Management, Ltd	Poughkeepsie, NY	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(5) Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes]	03-CA-025335
3/16/2005	Professional Transit Management, Ltd	Poughkeepsie, NY	8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)/8(a)(3) Changes in Terms and Conditions of Employment	03-CA-025320
3/7/2005	Professional Transit Management, Ltd	Poughkeepsie, NY	8(a)(3) Changes in Terms and Conditions of Employment/8(a)(5) Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	03-CA-025308

(National Labor Relations Board, "Case Search," www.nlr.gov)

Conflicts of Interest

HOCK HIRED BY CAPITAL METRO TO NEGOTIATE CONTRACT WITH UNION; FORMER PTM EMPLOYEE TERRY GARCIA CREWS SERVED AS A GENERAL MANAGER OF CAPITAL METRO'S EMPLOYEE MANAGEMENT AFFILIATE (2008)

In 2008, Hock was by Capital Metro of Austin, Texas to negotiate a new contract with ATU Local 1091. At the time of the negotiations, Terry Garcia Crews was the general manager of StarTran, the affiliate of Capital Metro that supervised union employees and employed the agency's mechanics and bus drivers. Prior to joining Capital Metro in early 2007, Garcia Crews had worked for PTM since at least 2001, serving as general manager for PTM operated systems in Arizona and Kentucky. (*Austin American-Statesman*, "Forecast for Bus Deal Foggy," November 4, 2008; *Austin American-Statesman*, "2 Cap Metro Execs Depart," October 16, 2010; *Tucson Citizen*, "Sun Tran Vote May Set State for Strike," August 27, 2001; *Cincinnati Metro*, "SORTA/Metro Executive Staff," www.go-metro.com; *KNAX*, "GM of StarTran Takes Job in Cincinnati," September 20, 2010)

During Negotiations Capital Metro Decided to Reassign Control of Some Bus Routes to Veolia; Hock's Affiliation to Veolia Not Disclosed to Unions

During Capital Metro's negotiations with ATU Local 1091, Capital Metro decided to reassign control of some bus routes to Veolia. Previously, Capital Metro bus routes had been operated by StarTran Inc. However, in a letter dated November 7, 2008, Capital Metro CEO Fred Gilliam informed StarTran that they would be moving some of their routes to another contractor. One route was assigned to First Transit, while the remaining routes were contracted to Veolia Transportation. (*Austin Chronicle*, "Cap Metro Farms Out Four Bus Routes," December 12, 2008)

Hock – Capital Metro's lead negotiator – had sold PTM to Veolia eleven months earlier, in January 2008. According to ATU officials, Hock had never disclosed his interest in Veolia during the negotiations. Former Capital Metro interim CEO Doug Allen said he knew of Hock's stake in Veolia, but did not think it was necessary to disclose. ATU spokesperson Bill Kweder disagreed. Kweder said:

"I believe they should have told us. That would have been on the up and up, put everything on the table and let us know who we are dealing with. That would have been the right thing to do. (*KXAN*, "CEO: Cap Metro Must be Transparent," September 10, 2010)

Garcia Crews Hired as CEO of PTM Operated Cincinnati Metro

In November 2010, Garcia Crews was hired as CEO of PTM Operated Cincinnati Metro. Garcia Crews took over for Hock, who had been in charge of the agency as interim CEO since August 2010. Hock had temporarily replaced Marilyn Shazor, who had been fired by PTM in the summer of 2010. (*The Business Courier*, "Former Metro CEO Shazor Sues Over Firing," March 14, 2011)

Garcia Crews' placement with Metro came less than one month after she resigned from her position at StarTran. In September 2010, Garcia Crews announced that effective October 18th, she was resigning as general manager of StarTran. According to *KXAN*:

"Terry Garcia Crews announced Monday that she will leave StarTran on Oct. 18 to become the CEO of Southwest Ohio Regional Transit Authority in Cincinnati.

Crews leaves as allegations of conflict of interest were made public regarding the attorney Capital Metro hired to negotiate the contract with the union representing StarTran's drivers.

The attorney, Tom Hock , sold his company, Professional Transit Management , to Veolia while negotiations were ongoing. Veolia also contracts with CapMetro to operate bus services.” (KXAN, “CEO: Cap Metro Must be Transparent,” September 10, 2010)

LOU ANN HOCK NAMED AS INTERIM CFO OF CINCINNATI METRO SAME MONTH THAT SHAZOR WAS TERMINATED (2011)

In August 2010, Lou Ann Hock – Thomas Hock’s wife – was named as interim CFO of Cincinnati Metro - the same month that Shazor was fired as CEO. One year later, in August 2011, Lou Ann Hock was permanently named CFO. As CFO, Lou Ann Hock was responsible for the Metro’s \$85.5 million budget. In her lawsuit disputing her termination, Shazor had claimed that she had “questioned the wisdom” of giving a service contract to Lou Ann Hock. (*Business Courier*, “Metro Transit System Hires CFO, COO,” August 2, 2011; *Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

Prior to being named CFO of Metro, Lou Ann Hock was the CFO of PTM. She has worked in the transit industry for over 30 years. Lou Ann Hock’s previous assignments included a stint with Rustman Bus Company in St. Louis and Ryder Student Transportation. (*Metro*, “Metro Names Two New Top Executives,” August 2, 2011)

COMPETING TRANSIT COMPANY ALLEGED PTM UNFAIRLY AWARDED RACINE BUS CONTRACT (2004)

In May 2004, First Transit, a competitor of PTM’s, filed a lawsuit in federal court alleged that PTM was unfairly awarded a contract to run the bus system in Racine, Wisconsin. The city of Racine and Michael Glasheen, Racine’s transit planner were the two defendants named in the case. (*Milwaukee Journal Sentinel*, “Bus System’s Old Operator Sues City,” May 28, 2004; *Complaint*, First Transit vs. City of Racine, Filed May 17, 2004)

In 1999, First Transit had been awarded a second three year contract to run Racine’s bus system. First Transit claimed that the city violated its contract and improperly awarded a 2002 bid to PTM. In the lawsuit, First Transit argued that PTM’s bid did not fulfill all of the city’s requirements and would have cost the city more money than extending First Transit’s contract. Nevertheless, PTM was awarded the contracts. The lawsuit did not indicate any wrongdoing by PTM or Hock. (*Milwaukee Journal Sentinel*, “Bus System’s Old Operator Sues City,” May 28, 2004; *Complaint*, First Transit vs. City of Racine, Filed May 17, 2004)

Case Dismissed Without Prejudice

In March 2005, the case was dismissed without prejudice. Judge Lynn Adleman dismissed the case because she determined that the plaintiffs lacked jurisdiction to file a lawsuit against Glasheen and that the plaintiffs erred in the procedure required to bring a lawsuit against a government entity. (*Decision and Order*, First Transit vs. City of Racine, March 9, 2005)

Accusations of Discrimination

Discrimination Litigation

PROFESSIONAL TRANSIT MANAGEMENT, HOCK ACCUSED OF DISCRIMINATION, DEFAMATION IN LAWSUIT FILED IN OHIO BY METRO CEO MARILYN SHAZOR (2011)

In March 2011, Professional Transit Management Ltd. and Hock were named in a lawsuit filed by Marilyn Shazor alleging race and gender discrimination and defamation, libel and slander. The suit also named the Southwest Ohio Regional Transit Authority (SORTA). Shazor, an African American woman, was employed by Professional Transit Management as chief executive officer of Metro, the bus system of the Southwest Ohio Regional Transit Authority. She claims she was unlawfully terminated in August 2010, replaced with a white male and intentionally defamed by Professional Transit Management and Hock, who publicized untrue statements about the reason for her termination. The lawsuit identifies Hock as “at one time a co-owner of Defendant PTM and continues to be an executive of Defendant PTM” who served as Shazor’s direct supervisor starting around August 2009. Shazor claims to be a U.S. Military Academy at West Point graduate, U.S. Army veteran and a mother of two children, including a daughter with Down Syndrome. (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

Lawsuit Specifically Accused Hock of Masterminding Conspiracy to Intentionally Defame, Fire Shazor (2011)

The lawsuit specifically accused Hock of masterminding a conspiracy to defame and fire Shazor from her position as CEO of Metro. (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

The lawsuit specifically accused Hock of the following:

“Defendant Hock masterminded a conspiracy to intentionally defame, libel and slander Ms. Shazor as part of an overall scheme to illegally discharge Ms. Shazor from her position as CEO of Metro. At all relevant times, Defendant Hock was acting as an employee within the scope of his employment with Defendant PTM, which ratified his actions.” (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

The complaint later described Hock’s role in Shazor’s firing as the following:

“In spite of an outstanding review by SORTA and satisfactory review by PTM in 2008 as well as the previously quoted glowing comments by SORTA board chair Melody Sawyer Richardson and in spite of no performance evaluations in 2009 and 2010, PTM fired Ms. Shazor. Ms. Shazor was terminated by Tom Hock and his PTM associates in a summary and publicly demeaning manner. Tom Hock informed Ms. Shazor without warning in a meeting on August 20, 2010 that she was being terminated and made an announcement to the media that same day. Ms. Shazor was not given time to reply or answer.” (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

Professional Transit Management, Hock Also Accused of Firing Shazor in Attempt to Secure General Manager Services Contract that Carried \$12,000 a Month Profit for Professional Transit Management (2011)

The complaint also alleged that Professional Transit Management and Hock decided to fire Shazor after SORTA had expressed interest in hiring her in an effort to retain a favorable general manager services contract between Professional Transit Management and SORTA. Under the general manager services agreement, SORTA paid Professional Transit Management \$22,520 a month for Shazor's services, while Professional Services Management in turn paid Shazor about \$11,000 – and pocketed \$12,000 a month in profit. (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

The complaint claimed the following:

“PTM and Mr. Hock were frightened that PTM might lose one of its most advantageous contracts. In order to protect PTM's financial interests, PTM, Hock and [SORTA Chief Operating Officer and PTM Founder Michael] Setzer decided that Ms. Shazor had to be eliminated. PTM, Hock and Setzer, however, were faced with a dilemma. If they simply terminated Ms. Shazor from PTM, the one-year non-compete clause in Ms. Shazor's contract would be unenforceable by operation of law. PTM, Hock and Setzer, therefore, had to eliminate Ms. Shazor in a manner that would preclude SORTA from hiring her. The method they chose was to destroy her reputation by defaming, libeling and slandering her...” (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

Complaint Also Accused Hock of Trying to Obtain Services Contract for His Wife to Manage SORTA's Strategic Business Planning (2011)

The lawsuit also accused Hock of trying to obtain a services contract for his wife to manage SORTA's strategic business planning. (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

The complaint alleged the following:

“Defendant Hock sought to obtain a services contract for his wife, Lou Ann Hock, also an employee of PTM, to manage SORTA's strategic business planning. As CEO and fiduciary of SORTA, Ms. Shazor questioned the wisdom of such fees. Her loyalty to SORTA in this regard angered Defendant Hock and Defendant PTM.” (*Complaint and Demand for Jury Trial*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, March 10, 2011)

Hock Refused to Discuss Shazor's Firing

Hock refused to discuss Shazor's firing claiming it was private matter. According to the *Cincinnati Enquirer*:

“PTM president Tom Hock has said he regards Shazor's dismissal as a private personnel matter - even though it involves the head of a public agency - and will not explain the reasons for it. (*Cincinnati Enquirer*, “Fired Metro CEO Shocked, May Sue,” August 25, 2010)

In reference to Shazor, Hock said:

“I’m not going to discuss it one way or another, whether she's there or not there, or anything else.”
(*Cincinnati Enquirer*, “Metro Board Fired CEO Misled Us,” August 24, 2010)

Court Found No Evidence of Race, Gender Discrimination, Dismissed Defamation Claim Without Prejudice (2013)

In February 2013, the court granted Professional Transit Management and Hock’s motion for summary judgment on the race and gender discrimination claims and dismissed the claim of defamation, libel and slander without prejudice. The court found “no genuine issues of material fact” showing Shazor was fired because of gender or race. (*Opinion and Order*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, February 7, 2013; *Judgment in a Civil Case*, “Marilyn G. Shazor vs. Professional Transit Management Ltd. et al,” U.S. District Court, Southern District of Ohio, Case No. 1:11-cv-00150-SAS-KLL, February 7, 2013)

Shazor Appealed Decision to U.S. Court of Appeals, Sixth Circuit; Appeal Was Pending in July 2013

In March 2013, Shazor appealed the U.S. District Court decision to the U.S. Court of Appeals, Sixth Circuit, where the case was pending as of July 2013. (*Case No. 13-3253, Marilyn Shazor v. Professional Transit Management, et al, Originating Case No. : 1:11-cv-00150*, U.S. Court of Appeals, Sixth Circuit, Dated March 5, 2013)

PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON ACCUSED OF FIRING, DISCRIMINATING AGAINST ARIZONA EMPLOYEE WHO ADVISED FEMALE WORKER TO FILE EEOC COMPLAINT OVER HARASSMENT (2008)

In August 2008, Professional Transit Management of Tucson Inc. was accused of firing and discriminating against an employee, Harold Ramsey, after he advised a female employee who claimed she had been harassed on the job to file complaint with the EEOC. Ramsey, who worked as director of operations for Tucson Transit since 1988, also accused the company of age discrimination. Ramsey claimed he told the employee, Amanda Salazar, he opposed any kind of harassing behavior between employees and encouraged her to file an EEOC complaint. (*Complaint*, “Harold Ramsey vs. Professional Transit Management of Tucson Inc.,” U.S. District Court, Arizona, Case No. 4:08-cv-00447-JMR, August 13, 2008)

Lawsuit Was Dismissed with Prejudice Following Settlement Agreement (2009)

In August 2009, the lawsuit was dismissed with prejudice following the notice of a joint stipulated settlement agreement between Ramsey and Professional Transit Management of Tucson Inc. (*Order*, “Harold Ramsey vs. Professional Transit Management of Tucson Inc.,” U.S. District Court, Arizona, Case No. 4:08-cv-00447-JMR, August 4, 2009)

ACCUSED BY EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OF UNLAWFUL EMPLOYMENT PRACTICES, CREATING HOSTILE WORK ENVIRONMENT FOR MINORITY EMPLOYEES IN COLORADO (2006)

In September 2006, Professional Transit Management Ltd., doing business as Springs Transit, was accused of unlawful employment practices and maintaining a hostile work environment for African American, Hispanic and Asian employees, in a lawsuit brought by the Equal Employment Opportunities Commission. The lawsuit was filed in U.S. District Court in Colorado on behalf of Andy Martinez, a mechanic for the transit system who claimed the company of discriminating against him. Martinez reported hearing co-workers make racial slurs and threats about minorities and directed at minority employees. Martinez also alleged his supervisors and management failed to act after he reported the comments. (*Complaint and Jury Trial Demand*, “EEOC vs. Professional Transit Management Ltd. dba Springs Transit,” U.S. District Court, Colorado, Case No. 1:06-cv-01915-MSK-MJW, September 26, 2006; *Equal Employment Opportunity Commission*, “Professional Transit Management to Pay \$450,000 For Race and National Origin Harassment,” May 17, 2007, <http://www.eeoc.gov>)

In particular, the complaint alleged that several employees at the Colorado Springs facility, including supervisors, routinely used egregious ethnic slurs for African Americans, Hispanics, and Asians in the workplace. On one occasion, a co-worker commented that it should not be against the law to shoot Mexican men, women and children or to shoot African Americans and Chinese people, the suit alleged. This employee also allegedly stated, “If I had my way I’d gas them [referring to Black employees] like Hitler did the Jews.” (*Complaint and Jury Trial Demand*, “EEOC vs. Professional Transit Management Ltd. dba Springs Transit,” U.S. District Court, Colorado, Case No. 1:06-cv-01915-MSK-MJW, September 26, 2006; *Equal Employment Opportunity Commission*, “Professional Transit Management to Pay \$450,000 For Race and National Origin Harassment,” May 17, 2007, <http://www.eeoc.gov>)

Lawsuit Was Settled with Professional Transit Management Agreeing to Pay \$450,000 to Martinez, Five Other Complainants (2007)

In May 2007, the parties agreed to a settlement and the case was closed. Professional Transit Management paid \$450,000, under the settlement. The consent decree settled charges filed with the EEOC by Martinez as well as five other individuals: Ronnie Huery, Harry Wallace, Eli Jackson, Tom Hitt and Gary DeLoux. The agreement also required Professional Transit Management to designate an EEOC manager to oversee the company’s compliance and to develop an EEOC training program for employees. (*Consent Decree*, “EEOC vs. Professional Transit Management Ltd. dba Springs Transit,” U.S. District Court, Colorado, Case No. 1:06-cv-01915-MSK-MJW, May 16, 2007; *Joint Motion for Entry of Consent Decree*, “EEOC vs. Professional Transit Management Ltd. dba Springs Transit,” U.S. District Court, Colorado, Case No. 1:06-cv-01915-MSK-MJW, May 16, 2007; *Equal Employment Opportunity Commission*, “Professional Transit Management to Pay \$450,000 For Race and National Origin Harassment,” May 17, 2007, <http://www.eeoc.gov>)

Nancy A. Weeks, supervisory trial attorney in the EEOC’s Denver Field Office, which brought the suit, called the threats employees faced at Springs Transit stunning:

“The egregiousness of the threats and racial and national origin harassment in this case is stunning. We are pleased that the minority employees at Springs Transit have been compensated in some way for the terrible treatment they endured.” (*Equal Employment Opportunity Commission*, “Professional Transit Management to Pay \$450,000 For Race and National Origin Harassment,” May 17, 2007, <http://www.eeoc.gov>)

Both Answer, Consent Agreement Identify Contact for Professional Transit Management as Tom Hock (2006-2007)

Both the answer filed by Professional Transit Management and the consent agreement specifically identified the contact for Professional Transit Management as Tom Hock, Esq., 6405 Branch Hill-Guinea Pike, No. 203, Loveland, Ohio 45140. (*Consent Decree*, “EEOC vs. Professional Transit Management Ltd. dba Springs Transit,” U.S. District Court, Colorado, Case No. 1:06-cv-01915-MSK-MJW, May 16, 2007)

WISCONSIN AFFILIATE RACINE TRANSIT MANAGEMENT ACCUSED OF PLACING AFRICAN AMERICAN EMPLOYEE ON ADMINISTRATIVE LEAVE AFTER HE FILED DISCRIMINATION COMPLAINT WITH EEOC (2004)

In July 2004, Professional Transit Management affiliate Racine Transit Management was accused in a lawsuit of placing an African American employee, Dennis C. Hart, on administrative leave in retaliation for filing a discrimination lawsuit and complaint against the company with the EEOC. Hart claimed he was placed on five days of paid administrative leave and advised he had been made an appointment for counseling with All Saints Healthcare, Mental Health and Addiction Services Access Center. The lawsuit was filed in U.S. District Court for the Eastern District of Wisconsin. (*Complaint*, “Dennis C. Hart vs. Racine Transit Management et al,” U.S. District Court, Eastern District of Wisconsin, Case No. 2:04-cv-00721-LA, July 26, 2004)

Parties Agreed to Dismiss Lawsuit with Prejudice (2006)

In July 2006, all parties agreed to dismiss the lawsuit with prejudice. (*Stipulation and Order for Dismissal*, “Dennis C. Hart vs. Racine Transit Management et al,” U.S. District Court, Eastern District of Wisconsin, Case No. 2:04-cv-00721-LA, July 13, 2006)

Colleague Scott Basken Subsequently Filed Lawsuit against Transit Management of Racine Claiming Retaliation for Supporting Hart’s Discrimination Claim (2006)

In 2006, Scott Basken, who was a colleague of Hart’s, filed a lawsuit that accused Transit Management of Racine of retaliating against him for supporting Hart in his discrimination claim. (*Complaint*, “Scott Basken vs. Professional Transit Management et al,” U.S. District Court, Eastern District of Wisconsin, Case No. 06-C-1094, October 20, 2006)

Basken was hired in 2000 as a mechanic and attended a grievance meeting with Hart, who had claimed he was denied overtime considerations because of his race. Hart claimed overtime was offered to his Caucasian co-worker, Julie Kalk, although the union contract required that overtime be offered to mechanics on a rotation by seniority. Basken claimed that after that meeting, Transit Management of Racine altered the terms of the union contract to award overtime based on reverse order of seniority for all overtime not voluntarily covered by senior mechanics. Basken claimed that when Professional Transit Management took over the company, it continued to distribute the overtime in an unfair manner. Basken had the least amount of seniority and was required to work undesired overtime -- a requirement he felt was in retaliation of his support for Hart. Basken also alleged he was given undesirable work shifts and “more arduous and filthy work assignments” than other mechanics in retribution for his supporting Hart. (*Complaint*, “Scott Basken vs. Professional Transit Management et al,” U.S. District Court, Eastern District of Wisconsin, Case No. 06-C-1094, October 20, 2006)

Basken Also Filed Charge of Discrimination against Professional Transit Management with EEOC; Charge Was Dismissed Due to Insufficient Legal Evidence (2006)

Basken also filed a charge of discrimination against Professional Transit Management with the EEOC. In July 2006, the EEOC's Milwaukee area office dismissed his charge due to insufficient legal evidence. (*Letter from Pamela A. Bloomer, EEOC Federal Investigator, to Scott Basken, July 28, 2006*)

Poor Management of Transit Services

EMPLOYEES OF NORTH CAROLINA BUS SYSTEM "EXPRESSED CONCERNS" ABOUT PTM'S MANAGEMENT OF SYSTEM PROMPTING TRANSIT AUTHORITY TO REQUEST NEW GENERAL MANAGER (2009)

In June 2009, the *Star News* reported that employees of Wave Transit – a bus system operating in Wilmington, North Carolina – “expressed concerns” about PTM’s management of the bus system. As a result, the Cape Fear Public Transit Authority requested a new general manager take over administration of the system. The general manager was employed by PTM, but under PTM’s contract, the authority is allowed to request a new general manager. According to the *Star News*:

“In recent months, Wave staff had expressed concerns to PTM about the management of the bus system, including the cleanliness of bus interiors, use of cell phones by drivers and handling of cash bus fares, among others.” (*Star News, “Dirty Buses, Other Concerns Lead to Changes at Wave.” June 30, 2009*)

In addition, Wave Transit director Albert Eby claimed that Wave employees were doing tasks that PTM should have been doing. Eby said:

“We were just spending just way to much time doing the things we were paying them to do.” (*Star News, “Dirty Buses, Other Concerns Lead to Changes at Wave.” June 30, 2009*)

ENTIRE FLEET OF PTM MANAGED BUSES PULLED OUT OF OPERATION IN DUTCHESS COUNTY AFTER SEVERAL BUSES FAILED DOT INSPECTIONS (2007)

In September 2007, the entire fleet of PTM managed LOOP buses were ordered to be pulled out of operation in Dutchess County after several buses failed DOT inspections. Dutchess County Executive William Steinhaus ordered that all buses operated by PTM halt operation and be inspected after several buses failed to meet New York State Department of Transportation inspection standards. PTM was ordered to find replacement vehicles while its buses underwent inspections. (*Poughkeepsie Journal, 18 LOOP Buses Back on Routes,” October 6, 2007; Poughkeepsie Journal, “LOOP Inspections on Hold for Now,” September 29, 2007; US States News, “County Executive Steinhaus Requires Top to Bottom Evaluation of Loop Bus System,” September 27, 2007*)

Over 80% of LOOP Buses Failed DOT Inspections

Over 80% of the PTM managed LOOP buses failed inspections ordered by the Dutchess County Executive. Specifically, 30 of the 36 buses failed inspections. DOT inspectors diagnosed problems with the buses’ steering, brakes and exhaust systems. (*Poughkeepsie Journal, 18 LOOP Buses Back on Routes,” October 6, 2007; Poughkeepsie Journal, “LOOP Buses Will Undergo Safety Checks,” September 21, 2007*)

AUDIT DETERMINED PTM'S MANAGEMENT OF DUTCHESS COUNTY BUS LINE LACKED INTERNAL CONTROL (2007-2008)

An audit looking into the 2007 and 2008 operation of the LOOP bus service in Dutchess County, New York found that the bus service lacked internal control. The audit, conducted by county Comptroller Diane Jablonski, found that "internal controls were inadequate in all material respects." Specifically, the audit found that payroll oversight was severely deficient, security was deficient and recordkeeping tactics were not properly designed. According to the *Poughkeepsie Journal*:

"In the audit, county Comptroller Diane Jablonski said 'the internal controls were inadequate in all material respects' and due to this inadequacy, there was 'significant risk of fraud, theft and/or professional misconduct.'" (*Poughkeepsie Journal*, "Audit Rips LOOP for Lack of Financial Controls," May 7, 2009)

COLORADO SPRINGS AUDIT DETERMINED THAT PTM WAS "OVERSTAFFED", "POORLY SUPERVISED", "LACKED SPENDING CONTROL" (2006)

An audit released in 2006 determined that PTM was "overstaffed," "poorly supervised" and "lacked spending control" in its operation of the Colorado Springs bus system. The audit made 32 recommendations PTM, which had been chosen to manage the bus system five years earlier in 2001. According to *The Gazette*:

"An audit of the Colorado Springs transit system found that a recently dumped bus contractor was overstaffed, poorly supervised, lacked spending controls, and its employees were confused about who they worked for." (*The Gazette*, Audit: City's Oversight of Bus Contractor was Lax," April 1, 2006)

PTM "Improperly" Passed Costs to City

The audit also uncovered that PTM had "improperly" been passing costs to the city of Colorado Springs. In 2004, these costs accounted for nearly \$83,000. According to *The Gazette*:

"In another finding, PTM was improperly passing to the city costs of professional training, organizational dues and fees, conferences, travel, meals, employee recognition, baseball team fees and other management-related costs. Those costs totaled \$82,955 in 2004." (*The Gazette*, Audit: City's Oversight of Bus Contractor was Lax," April 1, 2006)

PTM EMPLOYEE IN COLORADO INVOLVED IN BUS ACCIDENT RESULTING IN DEATH OF PEDESTRIAN HAD BEEN CONVICTED OF DRIVING WHILE IMPAIRED BY ALCOHOL TWO YEARS PRIOR TO ACCIDENT

A Colorado Springs bus driver and employee of PTM, who was operating a bus that struck and killed a pedestrian in 2003, had previously been convicted of driving while impaired by alcohol to years earlier. In August 2003, a bus operated by Harry Wallace, a PTM driver, struck a pedestrian causing the man to fall and eventually die of head injuries caused by the fall. Prior to the accident, Wallace had accumulated a spotty driving record. In February 2001, he was convicted of driving while his ability was impaired by alcohol. In addition, since his hiring in 1998, Wallace had been cited for several traffic infractions including speeding and improper backing. PTM managers claimed that they were unaware of Wallace's previous traffic citations. (*The Gazette*, "Bus Driver was Busted for Alcohol Use," September 9, 2003)

Negligence Litigation

PROFESSIONAL TRANSIT MANAGEMENT, BUS DRIVER ACCUSED OF NEGLIGENCE BY GEORGIA WOMAN INJURED WHILE EXITING BUS (2012)

In October 2012, Professional Transit Management Ltd. and an unnamed bus driver were accused of negligence in a lawsuit filed by a Georgia woman injured while exiting a bus. Professional Transit Management operates Xpress buses for the Georgia Regional Transit Authority. The suit was originally filed in the State Court of Clayton County in Georgia and removed to the U.S. District Court for the Northern District of Georgia. (*Complaint for Damages*, “LaDonna Peoples vs. Professional Transit Management Ltd. et al,” U.S. District Court, Northern District of Georgia, Case No. 1:12-cv-03804-AT, October 31, 2012)

Case Was Remanded Back to State Court of Clayton County in Georgia in November 2012; Case Was Pending as of July 2013

In November 2012, the case was remanded back to the State Court of Clayton County, where it was pending as of July 2013. (*Clayton County, Georgia*, “Court Case Inquiry: 2012CV03976 C,” <http://www.claytoncountyga.gov>)

Veolia

GROUPS RALLIED IN LOS ANGELES AGAINST AWARDED CONTRACT TO VEOLIA TRANSPORTATION TO OPERATE DASH BUS SERVICE, CLAIMED VEOLIA WAS SUBSIDIARY OF INTERNATIONAL FIRM DISCRIMINATING AGAINST PALESTINIANS (2012)

In September 2012, a coalition of groups rallied against awarding a five-year, \$160 million contract to Veolia Transportation to operate Los Angeles’ DASH bus service. The groups denounced Veolia, a subsidiary of an international firm they claimed was responsible for discrimination against Palestinians. The Dump Veolia L.A. Coalition found little support among lawmakers on the city’s transportation committee, which endorsed the Veolia contract and sent the matter to the full City Council for a later vote. (*Los Angeles Times*, “Bus contract spurs protest over Mideast,” September 13, 2012)

Eric Romann, an organizer with the Dump Veolia L.A. Coalition, told about 30 supporters outside Los Angeles City Hall:

“Veolia carries thousands of Angelenos to and from work and other destinations every day.... At the same time, Veolia has built and currently operates a transit system that is a lifeline for maintaining the Israeli occupation of Palestine. As long as Veolia buses and trains carry Israelis between East Jerusalem and illegal settlements in the occupied West Bank, no Veolia bus should run down Temple, Spring, Grand, Crenshaw, Vermont or any other street here in L.A.” (*Los Angeles Times*, “Bus contract spurs protest over Mideast,” September 13, 2012)

Judith Pardonnet, a representative of the firm, later said Veolia was a victim of false accusations by critics with “a very strong anti-Israel position.” (*Los Angeles Times*, “Bus contract spurs protest over Mideast,” September 13, 2012)

Discrimination Litigation

ACCUSED IN LAWSUIT FILED BY DISABILITY RIGHTS LEGAL CENTER OF DISCRIMINATING AGAINST INDIVIDUALS USING WHEELCHAIRS ON LOS ANGELES COUNTY BUSES (2013)

In February 2013, the Disability Rights Legal Center (DRLC) filed a lawsuit against the Los Angeles County Metropolitan Transportation Authority (MTA) and MTA contractor Veolia Transportation Services Inc. alleging disability discrimination against individuals who use wheelchairs in the provision of fixed route bus services. Filed on behalf of plaintiff Jose Calderon, the lawsuit alleged that the MTA and Veolia consistently failed to comply with long-standing Department of Transportation regulations that require bus drivers to ask non-disabled individuals to move from designated priority seating areas and wheelchair securement locations to allow that people requiring such accessibility features to use them. The suit claimed that Calderon’s drivers refused to comply with the regulation for months and refused bus service to Calderon, saying there was “no room” for him as a wheelchair user. (*Disability Legal Rights Center*, “DRLC Files Suit against Los Angeles County Metropolitan Authority,” February 25, 2013, <http://www.disabilityrightslegalcenter.org>; *Complaint*, “Calderon vs. Los Angeles County Metropolitan Transportation Authority et al,” U.S. District Court, Central California, Case No. CV-13-01381 MFW, February 25, 2013)

Case Was Ordered to Private Mediation, Was Pending as of July 2013

In June 2013, the case was ordered to private mediation, where it was pending as of July 2013. (Order/Referral to ADR, “Calderon vs. Los Angeles County Metropolitan Transportation Authority et al,” U.S. District Court, Central California, Case No. CV-13-01381 MFW, June 17, 2013)

ACCUSED OF RACE, AGE, GENDER DISCRIMINATION IN LAWSUIT FILED BY AFRICAN AMERICAN TRANSIT OPERATOR FROM SAN DIEGO COUNTY, CALIFORNIA (2012)

In June 2012, Veolia Transportation Services was accused of race, age and gender discrimination in a lawsuit filed by an African American transit operator in San Diego County. Gloria Bates claimed she was wrongfully fired because of her race, gender and age – not for violating a cell phone policy as claimed by the company. The lawsuit also alleged workplace harassment by Bates’ supervisor and a hostile work environment. The lawsuit was initially filed in San Diego County Superior Court and was later removed to U.S. District Court for the Southern District of California. (Complaint, “Gloria Bates et al vs. Veolia Transportation Services et al,” U.S. District Court, Southern District of California, Case No. 3:12-cv-01613-BGS, June 28, 2012)

Parties Agreed to Dismiss Case with Prejudice (2012)

In October 2012, both parties agreed to dismiss the lawsuit with prejudice. (*Order Dismissing Case*, “Gloria Bates et al vs. Veolia Transportation Services et al,” U.S. District Court, Southern District of California, Case No. 3:12-cv-01613-BGS, October 26, 2012)

ACCUSED BY ARIZONA REGIONAL DIRECTOR OF HUMAN RESOURCES OF GENDER DISCRIMINATION, UNEQUAL PAY, TREATMENT (2011)

In November 2011, Veolia Transportation Services was sued for more than \$75,000 by an Arizona employee who claimed she had received unequal pay and benefits because of her gender and was fired after filing a complaint. The lawsuit filed in U.S. District Court in Arizona by Lydia Evanson, employed as the regional director of human resources, specifically alleged gender discrimination, violation of the Equal Pay Act, intentional infliction of emotional distress and defamation. She claimed Veolia took no action after she filed a report to the senior vice president of human resources detailing the company's inconsistency in administering its policies between males and females. She also alleged that unlike her male colleagues, she received no additional compensation, bonus or benefits for working overtime and on weekends and holidays – in fact, she received pay cuts. (*Verified Complaint*, “Lydia Evanson vs. Veolia Transportation Services et al,” U.S. District Court, Arizona, Case No. 2:11-cv-02306-FJM, November 22, 2011)

Evanson claimed that a high number of EEOC complaints had been filed against Veolia:

“As a H.R. Director, part of Plaintiff's job duties included working with EEOC charges that have been filed against the Company. When she first started, Plaintiff was surprised with the high number of EEOC charges that were filed against the Company. Over the first year and a half with the Company, Plaintiff noticed that males were often treated differently, and better, than females. Plaintiff noticed female employees were subjected to various forms of discrimination and harassment.” (*Verified Complaint*, “Lydia Evanson vs. Veolia Transportation Services et al,” U.S. District Court, Arizona, Case No. 2:11-cv-02306-FJM, November 22, 2011)

Complaint Stated EEOC Had Issued Reasonable Cause Determination, Finding Veolia Discriminated Against Female Worker in Her Compensation, Benefits (2011)

The complaint stated that on July 14, 2011, the Equal Employment Opportunity Commission issued a reasonable cause determination, finding that Veolia had discriminated against Evanson because of her gender in her compensation and benefits and terminated her employment in retaliation for engaged in protected activity. (*Verified Complaint*, “Lydia Evanson vs. Veolia Transportation Services et al,” U.S. District Court, Arizona, Case No. 2:11-cv-02306-FJM, November 22, 2011)

Lawsuit Was Dismissed with Prejudice in November 2012

In November 2012, Evanson and Veolia agreed to dismiss the case with prejudice. (*Stipulation to Dismiss with Prejudice*, “Lydia Evanson vs. Veolia Transportation Services et al,” U.S. District Court, Arizona, Case No. 2:11-cv-02306-FJM, November 29, 2012)

Wage & Pay Litigation

ACCUSED OF FAILING TO PAY CALIFORNIA BUS DRIVERS FOR ALL HOURS WORKED, NOT PAYING MINIMUM WAGE IN CLASS ACTION LAWSUIT (2010)

In October 2010, Veolia Transportation Inc. was accused in a lawsuit of failing to pay California bus drivers for all hours worked and of not paying minimum wage. The drivers, including plaintiff Rogelio Ramirez, a Los Angeles County bus driver, claimed they were required to report to work, but were not paid for at least a half-day of work. The suit was initially filed in Los Angeles County Superior Court and later removed to the U.S. District Court for the Central District of California. It specifically alleged a failure to pay minimum wage, failure to pay all wages owed each pay day, failure to pay all wages upon termination, failure to provide accurate wage statements and unfair competition. (*Class Action Complaint*, “Rogelio Ramirez et al vs. Veolia Transportation Inc. et al,” U.S. District Court, Central District of California, Case No. 2:10-cv-07564-GW-AGR, October 8, 2010)

Lawsuit Was Dismissed with Prejudice after Settlement Reached (2011)

In July 2011, Ramirez and Veolia agreed to dismiss the lawsuit with prejudice after a settlement agreement was reached. (*Stipulation to Dismiss Action with Prejudice*, “Rogelio Ramirez et al vs. Veolia Transportation Inc. et al,” U.S. District Court, Central District of California, Case No. 2:10-cv-07564-GW-AGR, July 8, 2011)

ACCUSED OF FAILING TO PAY OVERTIME, MAINTAIN PROPER TIME RECORDS IN CLASS ACTION LAWSUIT FILED ON BEHALF OF BALTIMORE TRANSPORTATION WORKERS (2010)

In February 2010, Veolia Transportation Services was accused of violating federal and state labor laws in a lawsuit filed on behalf of Baltimore, Maryland workers. The suit was filed by William Bell, a supervisor at the company’s Baltimore transportation facility, in the U.S. District Court in Maryland. Bell accused Veolia of failing to pay overtime and failing to maintain proper time records. (*Complaint*, “William Bell et al vs. Veolia Transportation Services Inc.,” U.S. District Court, Maryland, Case No. 8:10-cv-00366-RWT, February 17, 2010)

Confidential Settlement Was Reached, Lawsuit Was Dismissed with Prejudice (2010)

In December 2010, Bell and two other plaintiffs agreed with Veolia to a confidential settlement and the lawsuit was dismissed with prejudice. (*Joint Motion for Order Approving Settlement*, “William Bell et al vs. Veolia Transportation Services Inc.,” U.S. District Court, Maryland, Case No. 8:10-cv-00366-RWT, December 1, 2010; *Order*, “William Bell et al vs. Veolia Transportation Services Inc.,” U.S. District Court, Maryland, Case No. 8:10-cv-00366-RWT, December 10, 2010)

ACCUSED IN CLASS ACTION LAWSUIT OF FAILING TO PAY OVERTIME, NOT REIMBURSING FOR PURCHASE OF UNIFORMS FOR SAN FRANCISCO COUNTY BUS TRANSIT WORKERS (2009)

In April 2009, Veolia Transportation Services Inc. was accused in a class action lawsuit of failing to pay overtime and of not reimbursing workers for the purchase and maintenance of their uniforms for San Francisco County bus transportation workers. The action was brought by Barbara Glasper, a bus driver who was promoted to a supervisor position, and Valentino Raboteaux, a bus driver on behalf of similarly situated employees. They accused the company of not paying workers for time worked above 40 hours a week, not reimbursing workers for money spent to purchase and maintain their uniforms and of not maintaining timely and accurate wage statements. The lawsuit was initially filed in San Francisco County Superior Court and was later removed to U.S. District Court for the Northern District of California. (*Class Action Complaint*, “Barbara Glasper et al vs. Veolia Transportation Services et al,” Case No. 2:09-cv-05200-PSG-JEM, April 10, 2009)

Lawsuit Remanded Back to San Francisco County Superior Court, Where It Was Dismissed with Prejudice After Settlement Reached (2012)

In August 2009, the case was remanded back to San Francisco County Superior Court. In August 2012, the lawsuit was dismissed with prejudice after an undisclosed settlement was reached. (*Civil Minutes: Remand Order*, “Barbara Glasper et al vs. Veolia Transportation Services et al,” Case No. 2:09-cv-05200-PSG-JEM, August 25, 2009; Request for Dismissal, “Barbara Glasper et al vs. Veolia Transportation Services et al,” San Francisco County Superior Court, Case No. CGC-09-484742, August 6, 2012)

Labor Disputes

DISPUTE BETWEEN VEOLIA TRANSPORTATION, ITS EMPLOYEES LED TO STRIKE, LIMITED SERVICE TO LOS ANGELES’ DASH BUSES (2013)

In June 2013, a dispute between Veolia Transportation and its employees led to a strike and limited service Los Angeles’ DASH buses, which operate in loops around 26 neighborhoods. The strike affected 15 bus lines and put two downtown lines out of commission. While DASH buses are under the aegis of the Los Angeles Department of Transportation, they are operated by Veolia Transportation. (*Curbed LA*, “The Commute: Los Angeles’s 50-Cent DASH Buses Paralyzed By Strike,” June 29, 2013)

VEOLIA TRANSPORTATION ACCUSED BY LOCAL TRANSIT LEADERS IN ESCAMBIA COUNTY, FLORIDA OF UNFAIR LABOR PRACTICES, HARASSING UNION EMPLOYEES (2011)

In October 2011, Veolia Transportation was accused by local transit leaders in Florida of unfair labor practices, harassing union employees and hiring “scab” bus drivers and security personnel to take over if union drivers went on strike. The charges were levied by the Amalgamated Transit Union Local 1395 against Veolia, the parent company of Escambia County Area Transit, which provided bus service. Strained contract negotiations had led union employees to stage a one-day strike on September 21, 2011, disrupting bus services. After the strike, union leaders alleged, Veolia hired private security guards to patrol ECAT grounds and monitor common areas where union employees worked and congregated. Union leaders also claimed Veolia officials threatened to “discharge and otherwise discipline” union employees if they engage in another strike. (*Pensacola News Journal*, “Transit Union Fires Back at ECAT Operator Ahead of Talks,” October 2, 2011)

Poor Service and Safety Issues

AFTER BEING TAKEN OVER BY VEOLIA TRANSPORTATION, NASSAU COUNTY BUS SYSTEM INSTITUTED COST-CUTTING MEASURES THAT DELAYED DISABLED RIDERS BY HOURS (2012)

In June 2012, after being taken over by Veolia Transportation, the Nassau-Inter County Express (NICE) Bus instituted cost-cutting measures that resulted in some disabled riders being delayed by hours in getting to their destinations. NICE moved to have riders of its Able-Ride system share trips whenever possible. Riders subsequently complained the change made trips longer and less direct. Able-Ride provides door-to-door minibus service to disabled riders who make appointments in advance to get picked up. The service carries 1,130 customers a day. Veolia Transportation took over Nassau's bus system, including Able-Ride in January 2012. The county bus system was operated by the Metropolitan Transportation Authority for 38 years. (*Newsday*, “Not So ‘Nice,’” June 4, 2012)

In a letter to NICE Bus, Nassau County Human Rights Commissioner Angela Davis, who has cerebral palsy and uses a wheelchair, said that her usual 20-minute commute from Garden City to Hempstead has recently taken as long as two hours - a length of time she called “outrageous.” (*Newsday*, “Not So ‘Nice,’” June 4, 2012)

VEOLIA TRANSPORTATION EMPLOYED ENGINEER OF METROLINK COMMUTER TRAIN THAT COLLIDED WITH UNION PACIFIC FREIGHT TRAIN, KILLING 25, INJURY 102 PEOPLE IN 2008

Veolia Transportation was the employer of the driver of a Metrolink commuter train that collided head-on with a Union Pacific freight train in September 2008, killing 25 people and injuring at least 102 people. Following a 16-month investigation, the National Transportation Safety Board concluded the collision was caused by the engineer, Robert Sanchez, running a red light while text messaging. Sanchez was killed in the crash. Sanchez was employed by Connex, a subsidiary of Veolia, under a contract with Metrolink. Sanchez had been exchanging text messages with young railroad fans, and had been making plans to pick up the teenagers along his route in violation of company policy. (*The Daily News of Los Angeles*, “Feds Fault Engineer in Crash,” January 22, 2010)

NTSB Investigation Found Veolia Knew Engineer Had Engaged in Unsafe Behavior Before, But Had Not Disciplined or Fired Him (2010)

Jerome Ringler, the lead counsel in the lawsuits against Metrolink, Veolia Transportation and Connex Railroad, said the most troubling part of the NTSB's findings was that Metrolink and Veolia knew Sanchez had engaged in this kind of behavior previously, but he had not been disciplined or fired. (*The Daily News of Los Angeles*, "Feds Fault Engineer in Crash," January 22, 2010)

Ringler said:

"It's truly tragic and extraordinarily sad that these 25 families lost loved ones and all these other people had to tragically suffer as a result of a behavior that was reckless and had pre-existed this event and yet was not terminated by Veolia." (*The Daily News of Los Angeles*, "Feds Fault Engineer in Crash," January 22, 2010)

Subsidiary Connex Railroad Named in Federal Lawsuit Filed by Metrolink; Veolia Transportation Also Named in at least 12 Lawsuits Filed by Crash Survivors, Victims' Families (2008-2009)

In October 2008, Metrolink filed a federal lawsuit against the Veolia Transportation subsidiary Connex Railroad LLC in connection with the crash. The suit was filed calling the engineer's use of a cellphone an intentional and willful violation of Metrolink policy. (*Los Angeles Times*, "Metrolink Sues Engineer's Employer," October 24, 2008)

Following the crash, at least 12 lawsuits were filed against Veolia Transportation and Metrolink by some of the survivors and families of the victims. The lawsuits filed in Los Angeles County alleged negligence and sought general and punitive damages. (*The Associated Press State & Local Wire*, "5 More Lawsuits Filed Against Metrolink for Crash," January 15, 2009; *The Associated Press*, "7 Lawsuits Filed In Deadly Los Angeles Train Crash," December 25, 2008)

Veolia Transportation also Sued by Insurance Underwriter to Recover \$132.5M in Insurance Payments to Crash Victims, Alleged Connex Officials Saw Engineer Violate Rules, But Took No Remedial Actions (2012)

Veolia Transportation was also sued by insurance underwriters at Lloyd's of London to recover \$132.5 million in insurance payments that went to the crash victims and their families. The suit filed in Los Angeles County Superior Court alleged that between September 2006 and a month before the crash, Connex officials saw company engineers on at least seven occasions using cellphones on duty and in violation of the rules, but did not take remedial action. The suit also claimed Connex failed to report the incidents to Metrolink in order to avoid fines of up to \$25,000 per occurrence. The underwriters also claimed that Connex did nothing after a conductor notified company officials that he saw Robert Sanchez, the engineer who was blamed for the Chatsworth crash, using a cellphone a month before the disaster. (*L.A. Now*, "Blog: L.A. Now: L.A. Council Wants Review of Contractor Linked to Chatsworth Crash," October 25, 2012)