

Bus Pass Claim Form

Boggs v. Los Angeles County Metropolitan, Transportation Authority, Case No. BC336334



In connection with the proposed class action settlement of this case, you may be entitled to a free 12-month pass for use on all Metro fixed route buses.

FOR YOUR CLAIM TO BE CONSIDERED, YOU MUST COMPLETE AND RETURN THIS CLAIM FORM BY FAX OR EMAIL NO LATER THAN FEBRUARY 22, 2010, OR BY MAIL POSTMARKED NO LATER THAN FEBRUARY 22, 2010 TO:

Boggs v. MTA Claims Administrator
c/o Desmond, Marcello & Amster
P.O. Box 451999
Los Angeles, CA 90045
Fax: 310.216.0800
Email: boggssettlement@dmaclassaction.com

CLASS MEMBER INFORMATION

Full Name: _____
Last Name First Name Middle Name/Initial

Current Address: _____
No. Street Name Apt. No.

_____ City State Zip

Home Telephone No. (_____) _____

Daytime Telephone No. (_____) _____

Birth Date: _____

ELIGIBILITY INFORMATION

To be eligible to receive a free 12-month bus pass, you must be visually impaired (as defined in California Civil Code section 54.6) and meet certain eligibility conditions. To establish your eligibility, please answer the following questions:

1. Are you, or have you been at any time since July 8, 2002, visually impaired within the following definition:

Legally blind or have central visual acuity of no better than 20/200 after correction in the better eye, or visual field subtends to an angle not greater than 20 degrees.

YES _____

NO _____



Metro[®]

IF CLAIMANT IS UNDER AGE 18, PLEASE COMPLETE THIS SECTION:

Name of Parent or Legal Guardian (please print clearly)

Address and Telephone Number of Parent or Legal Guardian if different from Claimant

Daytime Telephone

Signature of Parent/Legal Guardian

Date

IF A DESIGNATED REPRESENTATIVE IS COMPLETING THIS FORM ON BEHALF OF THE CLAIMANT, PLEASE COMPLETE THIS SECTION:

Name of Designated Representative (please print clearly)

Address and Telephone Number of Designated Representative

Daytime Telephone

Signature of Designated Representative

Date

CLAIM FORM INSTRUCTIONS

1. To have a valid claim, you must be visually impaired and meet at least one of the eligibility conditions in question 2 of the Claim Form.
2. You may submit only one Claim Form.
3. If you filed a valid Opt-Out statement requesting to be excluded from the settlement, you are not eligible to submit a Claim Form.
4. You must answer the questions and fill in all applicable blanks on the Claim Form. Failure to complete the Claim Form fully may result in your claim being denied.
5. You must submit a photocopy of one of the verification documents specified in number 3. Be sure that your full name is legible on the copy of the document you submit.
6. By signing and submitting a Claim Form, you are declaring under penalty of perjury that the information on the form is true and correct.

THIS SIDE TO BE COMPLETED FOR BUS PASS CLAIM

ELIGIBILITY INFORMATION CONTINUED

2. At any time since July 8, 2002:

- A Were you a passenger or potential passenger on a Metro bus?
- B Did you attempt to use the Metro website using screen-reader software?
- C Did you attempt to obtain bus information from Metro's customer telephone line or in any other alternate format (e.g., Braille, large print, audio)?
- D Do you believe you experienced discrimination or were denied full and equal access to Metro bus services on account of your visual impairment?

If your answer to any one of the questions in a, b, c, or d is yes, please mark "Yes" below.
Otherwise, mark "No."

YES _____

NO _____

3. If you answered "no" to either question 1 or 2, you are not eligible for the Bus Pass Benefit. If you answered "yes" to questions 1 and 2, you must submit a photocopy of one of the following forms of verification. If you submit your claim by email, you must scan and attach a copy of the document with your signed claim form.

- Current LACTOA Disabled Identification Card
- Current Access Services Identification Card
- Braille Institute Legally Blind Identification Card
- DMV Legally Blind Identification Card
- Eligibility for Social Security Disability Insurance (copy of benefits award letter, benefit adjustment letter or benefit check)
- Special Education Student Certification

Failure to provide valid, legible documentation may result in denial of your claim.

AFFIRMATION UNDER PENALTY OF PERJURY

I request a free bus pass in connection with the class action settlement. I understand that I am releasing all claims against Metro. (A copy of the Release of Claims that is part of the Settlement Agreement is attached to this Claim Form.) I understand that I will be bound by and subject to the terms of any judgment that may be entered in this class action. I agree to furnish additional information to support this Claim Form if requested by the Claims Administrator.

I affirm under penalty of perjury under the laws of the State of California that the information set forth in this claim is true and correct to the best of my knowledge and belief. By submitting this claim, I expressly waive any rights or causes of action arising from the request for and disclosure of the information provided herein.

Signature of Claimant

Date

CLAIM FORM INSTRUCTIONS CONTINUED

7. If you are unable to complete the Claim Form on your own due to disability, you may designate another person to assist you. The designated representative must also sign the Claim Form.
8. Your Claim Form is subject to review and verification by the Claims Administrator. You may be asked to provide additional information to support your claim. If you do not respond to a request for additional information in a timely manner, your claim may be denied.
9. You must keep the Claims Administrator informed of any change in your address by reporting any changes, in writing, to the address on the first page of the Claim Form.

RELEASE OF CLAIMS

Release. By operation of the entry of the Judgment and Final Approval, except as to rights and claims created by this Agreement, Plaintiffs and each Class Member who does not timely opt out pursuant to Section 5, and their respective heirs, executors, estates, predecessors, successors, assigns, agents and representatives, forever and fully release and discharge Metro, its past, present and future officers, directors, employees, attorneys, predecessors, successors, divisions, subsidiaries, parent and affiliated entities, representatives, agents, contractors, assigns, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Action (collectively, “Released Parties”) from any and all past and present claims, demands, and causes of action arising during the Class Period as alleged in the Complaint or the First Amended Complaint (collectively, “Released Claims”).

Covenant Not to Sue. The Plaintiffs and each Class Member who does not timely Opt Out pursuant to Section 5 [of the Stipulation of Settlement] shall be fully and forever barred and enjoined from instituting or prosecuting in any court, administrative agency, or other tribunal, either directly or indirectly, individually or representatively, any action or claim asserting any of the Released Claims against Metro or any of the Released Parties.

Release of Known and Unknown Claims; Waiver of Civil Code 1542. Plaintiffs and each Class Member who does not timely Opt Out pursuant to section 5 [of the Stipulation of Settlement] are deemed to have acknowledged that this Agreement includes a release of all Released Claims, known and unknown, including both asserted and unasserted claims, and including those claims that the Plaintiffs and/or Class Members do not know or suspect to exist in his/her favor against the Released Parties. The Plaintiffs and each Class Member who does not timely Opt Out pursuant to section 5 [of the Stipulation of Settlement] waive all rights and protections afforded by California Civil Code Section 1542, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Note: The Release language above is excerpted from the Stipulation of Settlement signed by the parties and preliminarily approved by the Court. A copy of the complete Stipulation of Settlement is available in the Court file.