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 10 **UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

11 MICHAEL CANNON, RITA HUNTER,  
 12 RICHARD MOYER, JOHN STARKS and  
 DANIEL VARGAS,

13 Plaintiffs,

14 vs.

15 KEOLIS TRANSIT AMERICA, INC., a  
 Delaware Corporation; MV  
 TRANSPORTATION, INC., a California  
 16 Corporation; and VEOLIA  
 TRANSPORTATION SERVICES, INC., a  
 17 Maryland Corporation.

18 Defendants.

Case No.: 2:14-cv-01983-JCM-CWH

**STIPULATION AND ORDER  
 REGARDING PLAINTIFFS  
 MICHAEL CANNON, JOHN  
 STARKS, AND DANIEL VARGAS'  
 DISCRIMINATORY TERMINATION  
 CLAIMS**

19 Defendant Veolia Transpiration Services, Inc. which is now known as Transdev North  
 20 America, Inc. (hereinafter "Veolia") and Plaintiffs Michael Cannon, John Starks, and Daniel  
 21 Vargas (hereinafter collectively, "Plaintiffs"), by and through their respective counsel of record,  
 22 hereby submit this stipulation and order dismissing certain claims and defenses with prejudice.

23 Plaintiffs hereby stipulate and agree to the dismissal, with prejudice, of any and all claims  
 24 asserted against Veolia that Veolia was responsible for Plaintiffs not being hired for the Sunset and  
 25 Simmons service contracts, which Veolia lost to Keolis Transit America, Inc. (hereinafter  
 26 "Keolis") and MV Transportation, Inc. (hereinafter "MV") respectively, on or about July 7, 2013  
 27 (hereinafter, "Dismissed Claims").





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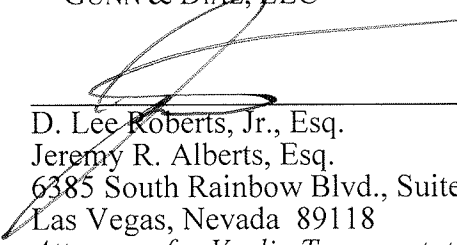
Defendant Veolia hereby stipulates and agrees to waive any claim for fees and costs arising out of or related to the above referenced Dismissed Claims.

Plaintiffs do not waive or dismiss any claims against Veolia relating to them not being hired by Veolia for the SuperShuttle contract or the Para-Transit contract, both of which were obtained by Veolia after they lost the Sunset and Simmons service contracts. Defendant Veolia further stipulates and agrees to waive any arguments that it might have, that Plaintiffs failed to exhaust their administrative remedies with respect to not being hired for the SuperShuttle or Para-Transit contracts.

LAW OFFICES OF MICHAEL P. BALABAN

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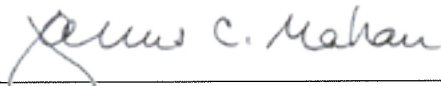
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**ORDER**

**IT IS SO ORDERED.**

Dated December 28, 2015.

  
UNITED STATES DISTRICT JUDGE